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MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY OF NAPA

And

NAPA POLICE OFFICERS' ASSOCIATION

January 1, 2001 through June 30, 2008

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 Police Officers' Association, (NPOA). As a result of meet and confer sessions, the City and NPOA have agreed to the following:

Section 1. Recognition

The City recognizes NPOA as the certified employee organization representing the following classes of employees: Police Officer and Police Sergeant.

Section 2. Term

The term of this Memorandum of Understanding shall be January 1, 2001 through June 30, 2008.

Section 3. Salary

- 3.1 The City shall pay each Police Officer four point three four percent (4.34%) of the Police Officer's gross compensation for 2001 plus, as applicable for any employee who received Workers Compensation payments in lieu of wages (but not lump sum Workers Compensation settlements), Payroll Code 0008, which reflects Workers Compensation lost time wages. The City shall pay each Sergeant five point one eight (5.18%) of the Sergeant's gross compensation for 2001 plus, as applicable, for any employee who received Workers Compensation payments in lieu of wages (but not lump sum Workers Compensation settlements), Payroll Code 0008, which reflects Workers Compensation lost time wages. This payment represents retroactive compensation for the period of January 1, 2001 through June 30, 2001.
- 3.2 The City shall conduct a total compensation survey of Police Officer and Sergeant, pursuant to the parameters outlined in Exhibit A, to determine salary and adjustments for the time period of July 1, 2001 through June 30, 2002. Effective July 1, 2001, the compensation of Police Officer shall be increased by an amount of four point eight seven percent (4.87%) minus one percent (1%) (for PERS conversion; pursuant to Section 3.2.1) resulting from the survey and parameters outlined in

Exhibit A, and the compensation of Police Sergeant shall be increased by an amount of four point five eight percent (4.58%) minus one percent (1%)(for PERS conversion; pursuant to Section 3.2.1) resulting from the survey and parameters outlined in Exhibit A.

These adjustments are on top of the adjustment of salary levels for Police Officer and Police Sergeant reflective of the January 1, 2001 survey, likewise effective July 1, 2001. The adjustments from the January 1, 2001 survey amount to eight point six seven percent (8.67%) for Police Officer and ten point three six percent (10.36%) for Police Sergeant.

- 3.2.1 The deduction of one percent (1%) for PERS conversion, pursuant to Section 3.2, reflects the indirect roll-up costs of the City's PERS Conversion benefit, which results in the increase of base salaries by nine percent (9%) and the employee responsibility for paying their own nine percent (9%) contribution to retirement. As of the next total compensation survey effective July 1, 2004, the City will ~~cover~~ pay the indirect costs associated with the PERS Conversion benefit.
- 3.3 On May 1, 2002, the City shall conduct an "average market movement survey" using the survey agencies identified in Exhibit A. Effective July 1, 2002, the City shall increase the base salary of all bargaining unit members by the percentage derived from the "average market movement survey" methodology outlined in Exhibit A.
- 3.4 On May 1, 2003, the City shall conduct an "average market movement survey" using the survey agencies identified in Exhibit A. Effective July 1, 2003, the City shall increase the base salary of all bargaining unit members by the percentage derived from the "average market movement survey" methodology outlined in Exhibit A.
- 3.5 On May 1, 2004, the City shall conduct a total compensation survey for Police Officer and Sergeant pursuant to the parameters outlined in Exhibit A. Effective July 1, 2004, the compensation of all bargaining unit members shall be increased by an amount resulting from the survey and parameters outlined in Exhibit A.
- 3.6 On May 1, 2005, the City shall conduct an "average market movement survey" using the survey agencies identified in Exhibit A. Effective July 1, 2005, the City shall increase the base salary of all bargaining unit members by the percentage derived from the "average market movement survey" methodology outlined in Exhibit A.
- 3.7 On May 1, 2006, the City shall conduct a total compensation survey for Police Officer and Sergeant pursuant to the parameters outlined in Exhibit A. Effective July 1, 2006, the compensation of all bargaining unit members shall be increased by an amount resulting from the survey and parameters outlined in Exhibit A.
- 3.8 On May 1, 2007, the City shall conduct an "average market movement survey" using the survey agencies identified in Exhibit A. Effective July 1, 2007, the City shall increase the base salary of all

bargaining unit members by the percentage derived from the "average market movement survey" methodology outlined in Exhibit A.

- 3.9 The term of the "A" step shall be six (6) months. The term of the remaining steps shall be one (1) year.

Section 4. Shift Differential

- 4.1 Effective July 1, 2002, shift differential pay shall be paid as follows:

Swing Two percent (2.0%) of monthly base salary

Grave Four percent (4.0%) of monthly base salary

- 4.2 The definition of shifts shall be as set forth in Exhibit B attached.

Section 5. Shift Changes

City agrees to post changes in shift at least thirty (30) days in advance, except in emergencies. This Section shall not be utilized to avoid the payment of overtime or call back premiums or to prohibit schedule changes necessary for training purposes.

Section 6. Specialty Pay

- 6.1 Bilingual Pay: The City agrees to administer a bilingual (Spanish) proficiency examination and to certify officers who pass the proficiency examination. There shall be no limit to the number of positions designated to receive Bilingual Pay. The Police Chief may require that an officer be recertified once every three (3) years.

Until June 30, 2002, **a certified bilingual officer** will receive a bilingual pay differential of one hundred and nine dollars (\$109.00) per month (includes nine percent (9%) PERS roll up costs). Effective July 1, 2002, the unit member will receive a bilingual pay differential of two percent (2.0%) of Top Step base Police Officer monthly salary.

- 6.2 FTO/Acting Sergeant Assignments: The Police Chief may designate FTO/Acting Sergeants. Once assigned, employees will not be removed from such assignments except for cause. Employees assigned will perform field training responsibilities and will also perform the duties of Sergeant when directed to do so by the Chief of Police or his designee, in accordance with General Order 91-10. The selection process for assignment as an FTO/Acting Sergeant shall be in accordance with General Order 88-4. The Police Chief shall identify, select and train newly assigned FTO/Acting Sergeants up to six (6) months prior to expiration of an FTO/Acting Sergeant assignment whenever possible, but in no event later than six (6) months after expiration of such an assignment. An FTO/Acting Sergeant assignment may be extended by the Police Chief for not more than six (6) months. In the event there is a temporary greater need for field training or an FTO/Acting Sergeant is not available to act in the Sergeant's place, the Police Chief may make a temporary appointment for either function only until the FTO/Acting Sergeant is again available. Employees assigned as

FTO/Acting Sergeant, as well as the FTO Coordinator, shall receive additional compensation in the amount of Two Hundred Eighteen Dollars (\$218.00) per month for assignments that qualify for monthly compensation. The hourly compensation for the Acting Sergeant assignment shall be one dollar and twenty-five cents (\$1.25) per hour in addition to the employee's base salary for assignments that do not qualify for the monthly compensation.

Until June 30, 2002, when assigned to an FTO-Acting Sergeant position, the unit member will receive a differential of Two Hundred Eighteen Dollars (\$218.00) per month (includes nine percent (9%) PERS roll up costs). Effective July 1, 2002, the unit member will receive a pay differential of four percent (4.0%) of Top Step base Police Officer monthly salary.

6.3 Investigations, NSIB, Traffic and Youth Services Bureau Assignments. Officers assigned to these specialty assignments on a full time basis (requires Personnel Action Form) shall receive, until June 30, 2002, a differential of one hundred fifty dollars (\$150.00) per month (includes nine percent (9%) PERS roll up costs), in addition to regular salary for the term of the assignment. Effective July 1, 2002, the unit member will receive a pay differential of three point five percent (3.5%) of Top Step base Police Officer monthly salary in addition to regular salary for the term of the assignment. Specialty Pay for these assignments is not cumulative.

6.4 Transfers to and from specialty assignments shall be posted at least thirty (30) days in advance of the effective date, unless waived by the affected employee(s).

6.5 Court Pay.An employee subpoenaed to testify in court regarding City business during the employee's regularly scheduled off duty hours, shall be compensated at the overtime rate from the time of the subpoena or the time otherwise directed to appear until the time released by the Court, provided that the minimum compensation shall be for three (3) hours at the overtime rate if the subpoenaed time is three (3) or more hours prior to the beginning of a regular scheduled shift or if the employee is released by the Court (3) or more hours following completion of the employee's regular scheduled shift. If the subpoenaed time is less than three (3) hours prior to the beginning of a regular scheduled shift, or if the employee is released by the Court less than three (3) hours following completion of the employee's regular scheduled shift, the minimum compensation shall be for such actual amount of time less than three (3) hours. The City shall not be obligated to pay more than one (1) three (3) hours minimum to any one (1) employee during any eight (8) hour period.

In the event the employee is subpoenaed to testify in court regarding City business for a second (2nd) trial during such eight (8) hour period, a one (1) hour minimum shall apply, and the employee shall have the option of returning from the court to the department at the conclusion of the first (1st) trial testimony to perform regular available work until the time of the second (2nd) subpoena.

If the employee is canceled from court with less than forty-eight (48) hours notice of the appearance date, the employee shall receive minimum compensation of one (1) hour at the overtime rate. If the employee is canceled from court with less than twenty-four (24) hours notice of the appearance date, the employee shall receive a minimum compensation of two (2) hours at the overtime rate.

Notwithstanding the following sentence, if cancellation of court exceeds forty-eight (48) hours before the appearance date, the employee is not entitled to any compensation. **However, if court is canceled within a seventy-two (72) hour period and there are no regularly scheduled work days falling within that seventy-two (72) hour period, the employee shall receive minimum compensation of one (1) hour at the overtime rate.** "Cancellation" means the time the information is made available to the employee; it is not the time the employee elects to avail himself or herself to the information. At no time will the minimum compensation rate overlap with a regularly scheduled work assignment.

6.6 Call Back Pay. An employee called back to work during the three (3) hour period prior to commencement of a regular scheduled shift or during the three (3) hour period following completion of a regular scheduled shift, after having physically left the Police Department premises, shall receive minimum compensation of one (1) hour at the overtime rate. An employee called back to work during a period not covered by the foregoing sentence shall receive minimum compensation of three (3) hours at the overtime rate. In the event the employee returns to duty for a voluntary overtime assignment, the employee shall receive minimum compensation of one (1) hour at the overtime rate. A "call back" is an unscheduled summons or request to return to work. It does not include prescheduled requests or prescheduled directions to return to work. At no time will the minimum compensation overlap with a regularly scheduled work assignment.

6.7 Ancillary Pay Effective July 1, 2002 an employee assigned to one of the below listed assignments will receive ancillary pay as set forth in this paragraph. In no case shall ancillary pay exceed three point five percent (3.5%), irrespective of the number of assignments worked by any employee, of top step base Police Officer monthly salary. This payment replaces the accrual of CTO for such assignments.

SWAT/Hostage Negotiations	3.5% of Top Step base Police Officer monthly salary
Crime Scene Specialist	1.75% of Top Step base Police Officer monthly salary
Traffic Accident Reconstruction Specialist	1.75% of Top Step base Police Officer monthly salary
Range Master	1.75% of Top Step base Police Officer monthly salary

Section 7. POST Certificate Pay

Upon successful completion of probationary period:

7.1 Officers and Sergeants who possess a POST Intermediate Certificate shall be compensated fifty-four dollars and fifty cents (\$54.50) per month from date of qualification.

7.2 Officers and Sergeants who possess a POST Advanced Certificate shall be compensated an additional fifty-four dollars and fifty cents (\$54.50) per month from date of qualification or January 1, 1994.

7.3 Sergeants who possess a POST Supervisory Certificate shall be compensated an additional fifty-four dollars and fifty cents (\$54.50) per month from date of qualification.

7.4 POST Certificate Pay set forth under Section 7.1, 7.2 and 7.3, above is cumulative, such that an employee may receive POST Certificate Pay under all of the sections above.

7.5. Effective Date. An employee will be eligible to receive Certificate Pay once P.O.S.T. has confirmed eligibility for the applicable certificate based upon the review and approval of the employee's application to P.O.S.T. for certification. Certificate Pay will be retroactive to the first day of the pay period following eligibility for the certificate and submission of the paperwork to the Police Department. Authorization for Finance to pay such Certificate Pay shall follow written confirmation by the Personnel Standards & Training Sergeant (or designated position administering this program) that P.O.S.T. has approved the application for Certificate, as well as a submittal in writing as to the date that such paperwork for the certificate was initially submitted to the Police Department for processing.

The employee shall submit the application for Certificate Pay within a timely manner upon receipt of the P.O.S.T. Certificate.

Section 8. Education Incentive

Education Incentive Pay will be paid as follows:

8.1 Eligibility Requirements: POST Basic Certificate (or eligibility for); and thirty (30) units and five (5) years of approved experience:

Police Officer	\$68.68/mo
Sergeant	\$79.58/mo

Eligibility Requirements: AA Degree in an approved field and ten (10) years of approved experience; OR BA Degree in an approved field and five (5) years of approved experience.

Police Officer	\$141.70/mo
Sergeant	\$164.60/mo

8.2. Educational Incentive Pay. The fully completed and approved application must be submitted prior to the first full day of the full pay period immediately prior to the date of eligibility. If the request is not submitted within this time frame then payment will commence on the payday following the first full pay period following submission.

8.3 Bargaining unit members who have qualified to receive educational incentive pay will not be required to re-qualify annually in order to retain said pay.

Section 9. Uniform Allowance

- 9.1 The City agrees to the following annual uniform allowance:
All sworn personnel \$555.90 annually
- 9.2 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.
- 9.3 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.
- 9.4 **Upon adoption of this MOU, the City will provide a newly hired employee with** two (2) long sleeve shirts, two (2) short sleeve shirts, two (2) pants, one (1) jacket, and one (1) pair of boots in lieu of any initial allowance that was paid prior to this MOU. The Chief of Police will designate uniform specifications and vendor.

Section 10. Holidays/Holiday Pay

- 10.1 The following listed holidays shall be recognized, entitling bargaining unit members to "Holiday Pay":
New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Floating Holiday
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving

Twelve o'clock noon to closing hour the last working day before Christmas except when Christmas falls on a Saturday, Sunday, or Monday, provided that Friday or Saturday is observed.

Christmas Day
Employee's Birthday (one day during the month of)

- 10.2 Employees covered by this Memorandum shall receive "holiday pay" in lieu of time off in four equal payments in the months of April, July, October and December.

Section 11. Vacation

11.1 Until June 30, 2002, vacation shall be accrued as follows:

<u>Years of Service</u> <u>Vacation</u>	<u>Hours/Year</u>	<u>Daily Accrual Rate</u>	<u>Hours Accrued</u>	
			<u>In 15 Days</u>	<u>In 16 Days</u>
0 - 3	80	.21903	3.29	3.50
4	104	.26284	3.93	4.21
5	112	.28474	4.27	4.56
6 - 10	128	.32584	4.93	5.26
11 - 13	144	.39425	5.91	6.31
14 - 16	152	.41615	6.24	6.66
17+	160	.43806	6.57	7.01

Effective July 1, 2002 the following vacation accrual will be applicable:

<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

11.2 Effective upon adoption of this MOU by the City Council, the maximum annual carry-over of accrued vacation will be two hundred forty-eight (248) hours with an additional forty (40) hours for special purposes upon the approval of the City Manager.

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

Section 12. Promotions

Upon any promotion in rank, the City agrees to concurrently adjust the salary of the promoted unit member by at least five percent (5%).

Section 13. Hours of Work and Overtime

13.1 The normal workweek shall be forty (40) hours.

- (1) Employees assigned to a "4-10" shift shall work four (4) consecutive ten (10) hour shifts scheduled within ten (10) hours followed by three (3) consecutive days of rest.

- (2) Employees assigned to "5-8" shift shall work five (5) consecutive eight (8) hour shifts scheduled within eight (8) hours followed by two (2) consecutive days of rest.
- (3) Employees assigned to a "9-80" shift shall work, during two consecutive weeks, five consecutive nine (9) hour shifts scheduled within nine (9) hours followed by two (2) consecutive days of rest followed, in the second week, by three (3) consecutive nine (9) hours shifts and one (1) eight (8) hour shift scheduled with nine (9) and eight (8) hours respectively followed by three (3) consecutive days of rest.
- (4) Employees assigned to the "12½" hour shift shall work three (3) consecutive twelve and one-half (12½) hour shifts scheduled within twelve and one-half (12½) hours followed by four (4) consecutive days of rest.

This is acknowledged by both parties as a thirty-seven and one-half (37½) hour work week. The employees assigned to this work schedule will be required to "pay back" ten (10) hours to the City during each twenty-eight (28) day work cycle in the form of an additional day of work. Such additional day or work may include training, special duty, patrol relief or as otherwise assigned, or the employee may, with a supervisor's approval, utilize ten (10) hours of CTO and/or vacation. The additional day of work will be scheduled either at the beginning or end of the employee's four (4) days off, whenever possible.

To ensure that grave shift employees are not fatigued when beginning work, a total of six (6) hours of off-duty time must have occurred before their scheduled return to work. This off-duty time does not have to be continuous. Previous duty means any overtime assignment, recall assignment, court time and any other assignment when the employee is performing work for the City.

During each daily twelve and one-half (12½) hour shift, each employee shall be permitted two (2) paid rest periods of up to twenty (20) minutes and one (1) paid meal period of up to forty-five (45) minutes, provided the employee's duties permit such breaks.

- 13.2 The City has elected a twenty-eight (28) day cycle under the Fair Labor Standards Act. Except as provided herein, all hours worked in excess of the forty (40) hour work week shall continue to be compensated in cash at one and one-half (1 1/2) times the employee's regular hourly rate or in compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time for each hour worked as provided in Section 15 below. The City shall not be required to pay overtime or compensatory time off when such excess time worked is due to schedule changes to accommodate training activities or due to shift changes unless the City would be required to pay overtime in accordance with its twenty-eight (28) day cycle as required by the Fair Labor Standards Act.
- 13.3 Training, meetings and other City-ordered time shall be considered as hours worked. Paid time off shall count towards the accumulation of the workweek for purposes of computing overtime.

Section 14. Compensatory Time Off

Compensatory time off in lieu of cash overtime payment shall be accrued subject to the following provisions:

- 14.1 Compensatory time off must be elected at the time of accrual, and must be used prior to December 1 of any year, provided however, that a bargaining unit member may carry over up to fifty (50) hours of accumulated time into the next year. The balance of accumulated time shall be paid off. The June 1 and December 1 deadlines may be waived by the City in cases where the bargaining unit member has been unable to receive approval for taking such time off. In addition, the June 1 and December 1 payoffs shall not apply when the unit member has a total of less than one day's time accrued.
- 14.2 A maximum of one hundred (100) hours of compensatory time off may be accumulated at any given time. Effective July 1, 2002 the employee will be afforded two (2) opportunities per year to cash out accumulated compensatory time. In addition, the Chief, **or his/her designee**, may increase the maximum compensatory time for an employee on a case by case basis.
- 14.3 Training and meeting time shall be compensable in whatever form designated at the sole discretion of the City, subject to the provisions of the Fair Labor Standards Act.
- 14.4 Compensatory time off shall not be approved if the result will be the interference with minimum staffing levels. Compensating Time Off requests will be subject to mutual agreement between the City and the employee.

Section 15. Health Services Contributions

- 15.1 Medical Insurance. Effective July 1, 1997, the City agrees to offer the PERS health benefits program. The City also agrees to pay sixteen dollars (\$16.00) per month towards the cost of health insurance available through PERS for each active employee and each retiree. The employee agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the City's contribution described in 15.2 below.
- 15.2 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 (which through June 30, 2002 includes Kaiser, Health Net and Pacific Care, and effective July 1, 2002 includes Kaiser and Health Net) per month per bargaining unit member to this plan. Through June 30, 2002, ~~E~~each bargaining unit member will contribute on a payroll deduction basis, Four Dollars (\$4.00) per month for employee-only coverage; Seven Dollars (\$7.00) per month for employee plus one (1) dependent coverage; or Ten Dollars (\$10.00) per month for full family coverage. Effective July 1, 2002 each bargaining unit member will contribute on a payroll deduction basis, Ten Dollars (\$10.00) per month for employee-only coverage; Fifteen Dollars (\$15.00) per month for employee plus one (1) dependent coverage; or

Twenty Dollars (\$20.00) per month for full family coverage. 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.

- 15.3 Bargaining unit members agree to pay the cost of eyewear not covered by the CalPERS plan.
- 15.4 The City will contribute up to the dollar amount for the full cost of dental coverage.
- 15.5 NPOA retirees who opt for coverage under the CalPERS Plan will enter at the one-dollar (\$1.00) per month rate. It is the intent of the City not to cover retirees beyond the minimum \$16.00 PERS contribution.
- 15.6 Effective January 1, 1984, the City shall pool separately from current employee premiums, all retiree life insurance premiums, regardless of who is paying the premium.
- 15.7 The City shall continue to contribute premiums for life insurance coverage for current bargaining unit members at a coverage level of two and one-half (2 1/2) times the employee's annual salary but not more than \$50,000. The bargaining unit member shall have the option to purchase, solely at the employee's expense, additional life insurance through the City's insurance broker, up to a maximum of \$250,000.
- 15.8 Bargaining unit members shall not be entitled to City-paid life insurance premiums on retirement. (Conversion to retire-paid premiums on retirement is optional.)
- 15.9 ~~Effective as soon as possible following adoption of this Memorandum of Understanding, in~~ lieu of coverage under CalPERS, an employee who provides proof of coverage comparable to that provided by the City (through a spouse or other source), will be paid by the City the equivalent of fifty percent (50%) of the highest monthly premium for which the employee is eligible. Such payment will be either in cash or into the employee's deferred compensation plan, at the employee's option. The employee must complete a form provided by the City's Finance Department. Re-enrollment in 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 CalPERS.

Section 16. Deferred Compensation

A Deferred Compensation Plan is available to all members of NPOA. 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 17. Retirement

- 17.1 In addition to any other retirement benefits currently provided by the City, the City shall provide all employees subject to this Memorandum with the so-called 2% at 50 retirement plan as provided in Government Code Section 21252.01 and related Sections. Such basic plan shall be modified with the single highest year retirement benefit as provided in Section 20024.2 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 21298.
- 17.2 Effective as soon as possible after the City Council ratifies this Memorandum of Understanding, 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.
- 17.3 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.
- 17.4 In addition to the retirement benefits set forth above, employees hired before January 1, 1984 are entitled to retirement credit for military service pursuant to Government Code Section 20930.3 and to convert unused accumulated sick leave to service credit as provided for under Government Code Section 20862.8.
- 17.5 Effective as soon as possible after the City Council ratifies this MOU, the City will contract with PERS for the Military Service Credit as provided for under Government Code Section 20996.
- 17.6 The City shall provide the benefit known as Fourth Level 1959 Survivor Benefit pursuant to Government Code Section 21382.5 effective July 1, 1997. The bargaining unit members agree to pay two dollars (\$2.00) per month for this benefit.
- 17.7 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; provided, however, that the employee maximum contribution under this formula shall not exceed two and one-half percent (2.5%) in any given year. The City will pay the full cost of the Employer rate up to fourteen percent (14.00%) and over nineteen percent (19.00%).

The employee payment under the provisions of subsection (17.7) may be made each year using the IRC 414 (h) (2) provision.

Section 18. Sick Leave

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

18.2 Effective upon adoption of this MOU by the City Council, bargaining unit members hired on or after January 1, 1984, 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.

18.3 For all bargaining unit members who were employed as of December 31, 1983, the City agrees to allow bargaining unit members upon retirement to convert unused sick leave into single-party health insurance at the rate of one (1) day of pay 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 paragraph of Section 18.1.

18.4 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 19. Reopener - Sick Leave

19.1 The parties reserve the right to reopen for purposes of discussion, and renegotiate sick leave availability for industrial injury or illness covered by Workers Compensation or Labor Code Section 4850 and the issue of Sick Leave Conversion and accrual caps.

Section 20. Residency

The residency requirement is hereby revised so that bargaining unit members may reside up to sixty (60) minutes driving time from the Police Department, observing existing traffic laws.

Section 21. Unexplained Absence

Unexplained absence for three (3) days or more of any officer or member of the Department shall be deemed, and held to be, a resignation by such officer or member and accepted as such by the Chief of Police.

Section 22. Issued Equipment

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

- 22.2 Cassette Recorders. The City agrees to provide upon request cassette recorders, necessary tape cartridges and replacement batteries to all bargaining unit members, to be used in the course of their employment.
- 22.3 Safety Equipment. The City agrees to provide all bargaining unit members with all safety equipment which it is required by law to provide.
- 22.4 Holsters and Cuff Cases. Non-uniform holsters and cuff cases shall be issued to bargaining unit members assigned to investigation duties. Such equipment shall remain the property of the City of Napa, and shall be returned to the City upon leaving the Investigations Unit.
- 22.5 Body Armor. Body armor shall be issued and replaced as follows:
1. The City agrees to issue body armor to all bargaining unit members and shall repair or replace issued body armor in conformance with industry standards and manufacturer's recommendations, provided that armor in regular use over five (5) years old shall be replaced upon request of the employee. Armor not in regular use by the employee shall be replaced at the request of the employee after it has received the equivalent of five (5) years use.
 2. The City shall issue body armor that is in conformance with NIJ rating as adequate for normal duty use (no less than level 2A). **The POA and the Chief of Police, or designee, will meet within sixty (60) days of the adoption of this Memorandum of Understanding by the City Council to discuss the administration of this Section.**
 3. 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.
 4. Issued body armor which is damaged through improper care or use shall be subject to repair or replacement at the employee's expense.
 5. The City will not permanently issue used body armor without the consent of NPOA.

Section 23. Dues Deduction

The City agrees to continue to provide a combined deduction for NPOA regular dues and premiums for NPOA-sponsored insurance from the salary of each bargaining unit member who shall have

authorized such deduction in writing. It is understood and agreed by both the City and the Union that the Union accepts responsibility for maintaining such written, signed authorizations on file at all times, and that the City has the right to review all authorizations on file at any time. Such deductions shall be made on a monthly basis and remitted to NPOA monthly. The Union will submit a member list each month, indicating the current and proposed total deduction authorized for each employee. The City will audit such list and will provide a list of the amount deducted. Changes in deductions by the Union will be kept to a minimum.

Section 24. Time Off for NPOA Business

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

Section 25. Management Rights

Subject only to the limitations set forth in this Memorandum of Understanding, City's right to direct the work force shall be unimpaired. This right shall include, but is not limited to the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, commissions, or boards, building facilities and operations; to create, change, combine or abolish jobs, department's services, and facilities in whole or in part; relieve its 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; to set standards of service; to maintain the efficiency of City operations; to increase or decrease the work force and determine the number of employees needed; to hire, train, transfer, and promote employees; to take disciplinary actions; to determine the procedures and standards of selection for employment and promotion; to establish work standards, schedules of operations and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation, thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the 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 emergencies; and to make reasonable rules and regulations pertaining to bargaining unit members consistent with this Memorandum of Understanding.

The exercise of such rights by City shall not preclude NPOA from communicating with City about consequences that the decisions of these matters may have on wages, hours, and other terms and conditions of employment. The exercise of such rights by the City, not subject to other sections of this Agreement, shall not be grievable.

- 26.1 Definition: A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding, or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions. Disputes concerning disciplinary action shall be processed in accordance with the rules of the Civil Service Commission.

26.2 Procedure. Grievances shall be processed in the following manner:

- (1) The grievance shall be presented either by the employee or by an authorized NPOA representative to the designated supervisor of the employee within twenty-one (21) calendar days of the date the employee reasonably should have learned of its occurrence.

The designated supervisor shall have twenty-one (21) calendar days from the date of receipt of the grievance in which to investigate and orally respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or an authorized NPOA representative to the employee's Bureau Commander, or a designated representative. If the Bureau Commander is the employee's supervisor, the grievance shall be presented initially to the Bureau Commander.

- (2) The Bureau Commander shall have twenty-one (21) calendar days from the date of receipt of the written grievance in which to investigate and make a recommendation to the Deputy Police Chief. The Deputy Police Chief shall respond to the written grievance within twenty-one (21) calendar days from the date of recommendation of the Bureau Commander. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized NPOA representative to the Police Chief. The Police Chief shall respond to the written grievance within twenty-one (21) calendar days from the date of recommendation of the Deputy Chief of Police. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized_NPOA representative to the City Manager or to such representative as the City Manager may designate.

The grievant will have up to twenty-one (21) calendar days to appeal a response to the grievance at each step in the process set forth in Sections (1) and (2) above.

- (3) If the parties are unable, within fourteen (14) calendar days after presentation to the City Manager, to reach a mutually satisfactory accord on any grievance, the grievance shall be submitted to an Adjustment Board comprised of two (2) NPOA representatives, no more than one (1) of whom shall be either an employee of the City or an elected or an appointed official of the NPOA; and two (2) representatives of the City no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative vote of at least three (3) members of the Board.
- (4) If an Adjustment Board is unable to arrive at a majority decision, within thirty (30) calendar days following conclusion of the Adjustment Board, the NPOA may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the NPOA and the City Manager. In the event the NPOA and the City Manager are unable to agree on an impartial arbitrator, the parties jointly shall immediately

request a list of five (5) impartial arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven (7) calendar days to select the arbitrator as follows: the parties shall alternately strike the name of one arbitrator from the list until the name of one arbitrator remains. That person shall serve as the arbitrator. The party to strike the first name shall be determined by a toss of a coin.

Except as provided below, the fees and expenses of the arbitrator, and a court reporter if mutually agreed upon, shall be shared equally by the NPOA and the City. Each party however shall bear the cost of its own presentation including, but not limited to, preparation and post hearing briefs, if any. The decision of the impartial arbitrator shall be binding on the City, NPOA and the employee(s) unless either the City, NPOA or the employee(s) choose to appeal the grievance to the Civil Service Commission. In the event of an appeal to the Civil Service Commission by NPOA or the City, the appealing party shall bear the full cost of the arbitrator and the court reporter.

In the event an Adjustment Board is unable to arrive at a majority decision and NPOA declines to appeal the grievance to an impartial arbitrator, the aggrieved employee(s) may refer the grievance directly to the Civil Service Commission in accordance with (5) below. In the event of an appeal to the Civil Service Commission by an aggrieved employee acting on his/her own behalf from either the Adjustment Board or from impartial arbitration, the Union shall be entitled to appear before the Commission as a third (3rd) and equal party in the hearing.

- (5) Appeals taken to the Civil Service Commission shall be in accordance with the rules of the Civil Service Commission. Except as provided in the City Charter, or by law, decisions of the Civil Service Commission shall be final and binding upon the employee(s), the NPOA and the City.

26.3 Scope of Procedure. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in the unit represented by NPOA and unless such dispute falls within the definition of a grievance as set forth in Section 26.1 above.

26.4 Change to Memorandum. Proposals to add or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be subject to this grievance procedure, and no proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such a proposal, may be referred to this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms and conditions of employment.

- 26.5 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. No adjustment shall be retroactive for more than sixty (60) calendar days from the date upon which the complaint was filed.
- 26.6 Reason for Appeal. Whenever the employee or an authorized NPOA representative shall appeal the grievance to the next level of this Grievance Procedure, the appeal shall contain a clear and concise statement why the answer provided at the previous level was not satisfactory to resolve the grievance. Whenever City management responds to a grievance, the response shall contain a clear and concise statement as to why the grievance is being denied, if that is the case.
- 26.7 Time Limits. The time limits contained herein may be waived or modified in writing by mutual agreement of the parties. In the event the employee or NPOA fails to appeal a grievance within the prescribed time limits, the response by the City at the previous level shall be deemed to have resolved the grievance. In the event the City fails to respond to a grievance within the prescribed time limits, the grievance shall be moved automatically to the next higher level.
- 26.8 Legal Determination. In the event of a determination that is acceptable to both NPOA and the City that an impartial arbitrator's decision may be final and binding upon the parties in accordance with the City Charter or otherwise, the decision of the impartial arbitrator shall be final and binding upon the employee, the NPOA and the City, and appeal to the Civil Service Commission shall not be allowed.

Section 27. 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 28. Minimum Staffing

During the term of this Memorandum of Understanding, the City agrees to maintain staffing levels at the current level of officer safety staffing.

Section 29. Full Understanding

The parties agree that no provision of this Agreement shall be changed without the mutual consent of the parties. The parties further agree that the City may change any matter not covered in this Agreement, but within the scope of representation, so long as the City satisfies its legal requirements to meet and confer with NPOA prior to implementing such a change. The City does not intend to change any matter within the scope of representation unless there is a demonstrated operational or fiscal reason to do so.

Section 30 Separability

If any provision of this Memorandum of Understanding should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Memorandum of Understanding 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 31. Term of Agreement

- 31.1 The provisions of this Memorandum of Understanding shall become effective upon a formal resolution of approval by the City Council of the City of Napa and execution by the Mayor and City Clerk thereof, and by execution by the representatives of NPOA. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent City Ordinances, Resolution, Policies or Procedures.
- 31.2 This Memorandum of Understanding shall remain in full force and effect through June 30, 2008. The parties shall use their best efforts to commence the meet and confer process between City and NPOA prior to March 31, 2008, with respect to a Memorandum of Understanding contemplated to take effect July 1, 2008.

Section 32. Americans with Disabilities Act

The City and the NPOA 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 NPOA 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 NPOA will be afforded the opportunity to consult with the City about the impact of such accommodation(s).

Section 33. Interest Based Bargaining

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

This Memorandum of Understanding is executed at Napa, California on this _____ day of _____, 2002

CITY OF NAPA LABOR NEGOTIATORS

NAPA CITY POLICE OFFICERS'
ASSOCIATION

CITY OF NAPA, a municipal corporation

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

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

City Auditor

EXHIBIT A
SURVEY SCOPE AND APPLICATION

SURVEY AGENCIES

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

SURVEY COMPONENTS

For the Total Compensation Survey, which will be used to determine compensation adjustments effective July 1, 2001, July 1, 2004 and July 1, 2006, the survey will include the following items, which are applicable to all bargaining unit members: Top step monthly salary, employee PERS contribution paid by Employer, Employer contribution to deferred compensation, educational incentives and certificate pay, holiday pay, uniform allowance, longevity pay, and maximum medical, dental, vision and life insurance premium.

For the Average Market Movement Survey, which will be used to determine base salary adjustments effective July 1, 2002, 2003, 2005 and 2007, the survey will include the following items:

- (1) Known across-the-board salary adjustments granted to all members of the survey agencies' Police Officer and Police **Sergeant** bargaining unit effective from the time of the prior survey through the effective date of the survey adjustment (i.e., July 1, 2002, 2003, 2005 or 2007.) Such survey information will be shown as a percentage adjustment for Police Officer and as separate percentage adjustment for Police Sergeant.
- (2) Changes from the prior survey in the percentage of the employee PERS contribution paid by the Employer. For example, if in the prior survey, the Employer only picked-up seven percent (7%) of the employee's nine percent (9%) PERS contribution, yet, in the current survey the Employer picks-up nine percent (9%), the survey would show plus two percent (+2%) for this item. In the same vein, if the Employer picked-up nine percent (9%) in the prior survey and only seven percent (7%) in the current survey, the survey would show minus two percent (-2%) for this item.

SURVEY APPLICATION

For the Total Compensation Survey, the City will prepare two total compensation matrices for the nine survey agencies and the survey components identified above (see attached survey matrix completed for the July 1, 2001 adjustment.) One will be prepared for the class of Police Officer and the other for Police Sergeant. The survey will be initiated two months prior to the effective date of the compensation

adjustment (i.e., May 1st for the July 1st adjustments) and will include known salary and benefit amounts effective as of the date of the compensation adjustment (i.e., July 1, 2001, 2004 or 2006). The cut-off date for the survey data collection will be June 30th for the July adjustments. The average of this array of data will then be computed as the total compensation market rate for Napa's total comp for Police Officer and Police Sergeant. The resulting percentage relationship between Napa's total comp and the market's total compensation reflects the monies (in terms of a percentage) produced by the survey. The parties will meet and confer as to the allocation of the monies produced by the survey and their applicability to the different components of the survey, with allocation to be limited to base salary, uniform allowance, holiday pay and deferred compensation.

For the Average Market Movement Survey, the City will determine the average percentage salary increases given to the Police Officer and Police Sergeant bargaining unit in each survey agency. The survey will be initiated on May 1st of each applicable year and will include known salary adjustments through the effective date of the salary adjustment (i.e., July 1, 2002, 2003, 2005 or 2007.) The cut-off date for the survey data collection will be June 30th of each year. To calculate the salary increase for Police Officer and Police Sergeant, the total percentage salary increase given to each survey agency police and sergeant bargaining unit, respectively – since the prior survey – will be determined and shown as a percentage. The percentages for each agency will be added together and divided by nine (the number of survey agencies in the survey). The resulting average from the Police Officer bargaining unit is the percentage increase that will be given to Police Officers and the resulting average from the Police Sergeant's bargaining unit is the percentage increase that will be given to Police Sergeants.

If a survey city does not have an increase or the increase is unknown at the time the survey is performed, "0" will be used in the calculations. If the next survey undertaken involves the "average market movement" methodology, that figure will be updated at the next survey and added to the survey figure for the known salary increases when tabulating the average on the next "market movement" survey. If the next survey involves the total compensation methodology, the actual top step monthly salaries are used in the total compensation formula and, by definition, will ensure that any previously unknown adjustments are reflected in the survey data.

EXHIBIT B

DEFINITION AND CLARIFICATION OF SHIFT DIFFERENTIAL AND OVERTIME PAY

Since the creation of the Traffic and Selective Enforcement Unit with their various shift hours, questions have been raised over the interpretation of the shift hours for differential and overtime pay.

Clarification of the hours of shift for the shift differential and overtime pay are:

<u>Regular Shift</u>	<u>Basic Hours</u>
Day Shift	0600 to 1830 hours
Swing Shift	1330 to 0200 hours
Swing Shift	1400 to 0330 hours
Grave Shift	1800 to 0630 hours

Shift differential to be paid on the majority of the shift hours worked. The same would apply to overtime hours.

Exceptions to the regular shift hours would be as follows:

Day Shift	1030 hours - 2030 hours
Swing Shift	1100 hours - 2100 hours
Grave Shift	1800 hours - 0400 hours 2000 hours - 0600 hours 0100 hours - 0400 hours

The above falls within the parameters of the Memorandum of Understanding and other City guidelines.