

**October 28, 2020****SCOPE**

This Tentative Agreement ("TA") is a proposed amendment to the Memorandum of Understanding ("MOU" between and for the City of Napa ("City") and Police Management Unit ("PMU") for January 1, 2019 through December 31, 2020 (City Agreement No. C2019-007). The authorized representatives of the City and PMU (who are identified as the signatories to this TA) hereby propose and recommend that this TA be ratified by the respective governing bodies of the City and PMU. Any previously proposed amendment to the MOU that is not specifically referred to in this TA is hereby withdrawn.

This TA is binding on the City and PMU only upon: (a) written notice from PMU to the City that this TA has been ratified by the membership of PMU; and (b) acceptance and adoption by the City Council at a duly noticed public meeting. Upon the TA becoming binding on the parties, this TA modifies the MOU as set forth herein, and all provisions of the MOU not modified by this TA remain in effect. The parties will jointly prepare a written successor MOU which incorporates the terms of this TA into the prior MOU; and which may include non-substantive clarifications, subject to mutual agreement.

**MOU SECTION****PROPOSAL****Term  
(Section 2)**

1.5 years, 1/1/21 to 6/30/22

**Compensation (Section 3)**

Maintain Section 3.1 for duration of MOU; will result in Members receiving equivalent adjustment as NPOA on June 26, 2021 (3% COLA, 1% Equity)

Modify Section 3.2 replaced in full to include language from Sideletter No. 1:

"In recognition of the management structure of the Police Department, members will be compensated for Peace Officers Standards & Training (POST) Certificate Pay as follows:

For possession of a POST Supervisory Certificate, Lieutenants shall be compensated two-hundred thirty-four dollars and fifty-eight cents (\$234.58) per pay period and Captains shall be compensated an additional two-hundred eighty-eight dollars and forty-nine cents (\$288.49) per pay period.

For possession of a POST Management Certificate, Lieutenants shall be compensated five-hundred dollars and seventeen cents (\$500.17) per pay period and Captains shall be compensated an additional six-hundred forty-five dollars and thirteen cents (\$645.13) per pay period.

POST Certificate Pays do not "stack." An employee may receive Supervisory POST or Management POST but not both. Such POST supervisory certificate and POST Management certificate pay will be solely during the term of this MOU or until a successor memorandum of understanding is negotiated."

City of Napa &amp; PMU

2020 Successor MOU Negotiations

**CITY and PMU PROPOSAL TENTATIVE AGREEMENT PACKAGE**

Page 2 of 2

October 28, 2020

**MOU SECTION****PROPOSAL****Promotions (Section 6)**

Modify language as follows:

"Upon Promotion in rank to the position of Lieutenant or Captain, the City shall adjust the salary of the promoted member to Step M; provided, however, upon implementation of the City's new Enterprise Resource Planning ("ERP") system (estimated to occur Summer 2021 or later), the promotion steps shall be amended so that: 'Upon Promotion in rank to the position of Lieutenant or Captain, the City shall adjust the salary of the promoted member to Step 4.'"

**New Section**

Add language regarding on-duty fitness program:

"The Department may permit members to engage in Departmentally-approved fitness activities at approved times and locations. Use of break time to engage in fitness activities must be approved by the employee's supervisor, who shall consider workload, staffing and calls for service in determining whether employees will be permitted to participate in fitness activities."

For PMU:

 2 Nov 2020

Gary Pitkin, PMU Board Member

For City:



Liz Habkirk, Deputy City Manager



Bret Prebula, Finance Director