

**Total Tentative Agreement #2 between City of Napa (“City”) and  
Napa City Firefighters Association (NCFA)  
October 15, 2024**

The parties agree that a total tentative agreement for a successor Memorandum of Understanding (MOU) has been reached on the below items. This total tentative agreement is contingent upon ratification by the bargaining unit and approval by the City Council. All items in the current MOU not identified in this total tentative agreement shall remain the same.

There shall be no retroactivity for any proposed enhancement in this total tentative agreement. The effective date of any proposed enhancement in this total tentative agreement shall be the date identified in the tentative agreement, or the date the City Council approves the enhancement in a successor MOU, whichever is later. Accordingly, to the extent this total tentative agreement identifies a date that is prior to the Council's approval of a successor MOU, those dates shall be revised to the effective date of the successor MOU.

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**Section 2      Term**

2.1      The term of this Memorandum of Understanding shall be July 1, ~~2021-2024~~ through June 30, ~~2024~~2026.

### Section 3. Compensation

#### 3.1 Base Salaries and Total Compensation

During the term of this MOU, salary increases will be effective during the pay period which includes the dates outlined below:

- a. The base salaries for members are set forth in Exhibit "A" which is attached hereto and made part of this Memorandum of Understanding. Exhibit "A" includes members' base salaries and will reflect a two percent (2.0%) increase effective the first full pay period ~~which includes 7/01/22.~~ following City Council's approval.
- b. Effective the pay period ~~which includes 7/01/23~~ containing January 1, 2025, base salaries shall be increased by ~~three one and a half~~ percent (3.01.5%).
- c. Effective the pay period containing July 1, 2025, base salaries shall be increased by two percent (2%).
- b.d. Effective the pay period containing January 1, 2026, base salaries shall be increased by one and half percent (1.5%).



### 3.5 Specialty Pay

The City does not anticipate reductions in current staffing levels for specialty teams identified in this section. If reductions in these staffing levels are contemplated during the term of this Agreement, the City agrees to meet and confer on the impacts.

#### Specialty Pay Assignments:

- (a) Members assigned to the specialty assignments listed below shall receive additional compensation in the amounts listed below for the duration of the assignment.

#### Assignment

Apparatus Specialist <u>(9)</u> <u>(Fire Staff Premium)</u>	Three percent (3.0%) of member's monthly base salary
Shift Fire Investigator <u>(6)</u> (up to two positions per shift)	Three percent (3.0%) of member's monthly base salary
Hazardous Material Team <u>(3)</u>	Four percent (4.0%) of member's monthly base salary
<del>Apparatus Specialist <u>(9)</u> <u>(Fire Staff Premium)</u></del>	<del>Three percent (3.0%) of member's monthly base salary</del>
Technical Rescue Specialist <u>(9)</u> <u>(Hazard Premium)</u>	Three percent (3.0%) of member's monthly base salary
Water Rescue Technician <u>(9)</u> <u>(Government Agency Required License)</u>	Three percent (3.0%) of member's monthly base salary
Tactical Medic <u>(3)</u>	Three percent (3.0%) of member's monthly base salary
Designated Infection Control Officer <u>(1)</u>	Two percent (2.0%) of member's monthly base salary
Fitness Coordinator <u>(1)</u>	Two percent (2.0%) of member's monthly base salary

- (b) Specialty pays are additive up to a maximum of 6% of a member's monthly base salary.
- (c) All members receiving specialty pays are subject to bid restriction (shift and station), and the Department may transfer individuals receiving specialty pay for the good of the Department.
- (d) Members 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 Napa Fire Department" for purposes of Section 4.4.
- (e) The Fire Chief will evaluate all specialty team composition prior to October 1, 2019. Thereafter the Fire Chief may evaluate specialty team composition every five (5) years.
- (f) If the City proposes to eliminate any or all of the specialties noted above during the term of the Memorandum of Understanding, the City shall notice the Local of the City's intent, and the

parties shall meet and confer regarding such action(s), up to and including mediation, fact finding and arbitration.

3.6 Fire Captain Administrative Staff Premium (Fire Staff Premium) - Five percent (5%) of member's monthly base salary to Fire Captains who are routinely and consistently assigned to administrative work during normal hours.

3.67 Such specialty pay shall be in addition to, but not part of, base pay, and shall be limited to the member's period of such assignment.

New Section 3.7, **Volunteer Peer Support Team Member Expense Reimbursement**, under Section 3 Compensation, shall be created as follows:

3.7 Peer Support Program Members Expense Reimbursement

The Peer Support Program is not a Specialty Team Assignment. The Peer Support Program is an unpaid program created by a labor/management initiative that is designed to mitigate and/or reduce the impacts of a critical incident on NFD personnel and assist the healthy processing of stressful events. Members who are appointed and active on the Peer Support Program shall receive \$75.00 per month for expense reimbursement. No receipt shall be needed to receive the expense reimbursement.

New Section 3.8, **Explorer Advisors**, under Section 3 Compensation, shall be created as follows:

3.8 Explorer Advisors

Explorer Advisors shall be paid overtime when conducting assigned explorer program duties outside of their regularly scheduled work time. Any such overtime shall be subject to all normal overtime rules and provisions listed in Section 4, and Department Overtime policies.

[RE-NUMBER SUBSEQUENT SECTIONS ACCORDINGLY]

**3.79 40 Hour Assignments**

The City agrees to continue to provide 40-hour assignment pay to members assigned to a 40-hour work week to perform their duties. This pay also applies to long-term assignments of at least ninety (90) days; however, the pay is limited to the term of such assignment. This pay does not apply to members assigned to a fifty-six (56) hour work week who are placed on modified duty.

Members qualifying for 40-hour assignment pay who are scheduled to work on the Holidays listed in Section 14 will receive ~~seven-ten~~ percent (~~107.0~~%) of the member's base monthly salary as 40-hour assignment pay. Members qualifying for 40-hour assignment pay who are NOT scheduled to work on the Holidays listed in Section 14 will receive ~~two-five~~ percent (~~25.0~~%) of the member's base monthly salary as 40-hour assignment pay.

Members qualifying for 40-hour assignment will be scheduled to work holidays unless they elect, in writing, to have holidays off. Such election must be made prior to December 1<sup>st</sup> of the calendar year preceding the effective date (i.e., elections will be effective the ~~following January 1~~first full pay period of the following calendar year). Such election shall remain in effect for the entire calendar year.

**Section 3.810 Bilingual Pay**

The City agrees to administer a bilingual (Spanish) proficiency examination and to certify members who pass the proficiency examination. Bilingual-certified members may bid for designated positions in order of department seniority. Members may be designated by the Fire Chief to receive bilingual pay and will receive such pay. The Fire Chief may require that members receiving the differential pay be reviewed every three (3) years. The member will receive a bilingual pay differential of ~~two-three~~ and a half percent (3.52%) of the member's monthly base salary for the duration of the assignment.



## Section 4. Overtime

For purposes of computing Fair Labor Standards Act (FLSA) overtime, upon implementation of the bi-weekly pay cycle, the City shall use a twenty-eight (28) day work cycle as defined in the FLSA. Administration of overtime shall be governed by Napa Fire Department Standard Operating Procedures, ~~S.O.P. No. 401.09~~. The City agrees to compensate all members for all overtime worked, whether emergency or non-emergency, as follows:

- 4.1 For hours worked that constitute overtime under the FLSA, overtime pay shall be granted in accordance with the FLSA.
- 4.2 For hours worked that do not constitute overtime under the FLSA but constitute overtime under this MOU or any City ordinance, policy or regulation, the City shall compensate the member with overtime pay or compensatory time off (CTO) at a rate of one and one-half (1-1/2) times the base salary, on the following basis:

For all members assigned to a fifty-six (56) hour work week, overtime pay shall equal one and one-half (1-1/2) times the base salary computed at the fifty-six (56) hour rate.

For all members assigned to a forty (40) hour work week, one and one-half (1-1/2) times the base salary computed at the forty (40) hour rate.

- 4.3 Members may earn compensatory time off (CTO) in lieu of payment for overtime consistent with the following:
  - a) Members may earn CTO at the rate of one and one-half (1½) hours of CTO for each overtime hour worked. For example, if an individual works a full twenty-four (24) hour overtime shift, he or she may elect to earn: (1) overtime at time and one-half, (2) thirty-six (36) hours of CTO for working that shift, or (3) a combination of overtime and CTO.
  - b) Members assigned to a fifty-six (56) hour workweek may earn up to a maximum of one hundred forty-four (144) hours of CTO in a calendar year. Once a member reaches the one hundred forty-four (144) hour cap for the calendar year any subsequent overtime hours worked will be on a payment only basis. Members shall not have the ability to continuously use and accrue up to the 144 hours during the calendar year.
  - c) Members assigned to forty (40) hour workweek may accrue up to a maximum of one hundred (100) hours of CTO. Any member who has accrued more than one hundred (100) hours of CTO must use CTO to reduce their CTO bank below one hundred (100) hours before he or she can earn additional CTO.
  - ~~d)~~ d) Members who have accrued CTO may cash it out at any time during the year it was earned.
  - ~~d)e)~~ e) All remaining CTO hours shall be paid off in the last paycheck of each calendar year.
  - ~~e)f)~~ f) When a bargaining unit member promotes to another bargaining unit, all remaining CTO hours will be paid off in the pay period in which the promotion occurs.

g) CTO shall be scheduled using the ~~vacation scheduling SOP~~ Vacation Scheduling Policy and Vacation Scheduling Procedure. CTO shall be used in minimum of one-half (1/2) hour increments.

g)h) Compensatory time off earned after the end of the close of the pay period associated with the last paycheck of the calendar year will be carried over into the following calendar year. For example, the pay period associated with the last paycheck in 2018 ends on December 14, 2018. Therefore, any compensatory time off earned after December 14, 2018 will be associated with tax year 2019.

4.4 Notwithstanding the foregoing, training shall be done during regular duty time when practicable. Attendance at training facilities and schools which is not required by the Napa Fire Department but which may incidentally improve the member's performance or prepare the member for advancement, will not be counted as hours worked, except for normally assigned working hours which occur during such training, even though the City may pay all or part of the cost for such training. All such training will be considered voluntary under the provisions of the Fair Labor Standards Act and will require the member's written acknowledgment of that fact.

**Section 5.1 Emergency Recall**

Whenever a member returns to duty from an off-duty status to supplement on-duty staffing during emergency incidents in conformance with Fire Department Procedures, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a three (3) hour minimum compensation for such call back. An employee who is called back to work during an emergency recall and is later cancelled while en route to work shall receive one (1) hour of compensation. A cancellation is initiated when a Battalion Chief, Acting Battalion Chief, or designee calls an employee directly to cancel while the employee is actively en route (e.g. on the road driving to work). When more than one (1) such emergency recall occurs simultaneously or when another incident occurs and returning members have not been released from the initial incident, those incidents shall be considered as a single call back event for purposes of determining minimum overtime compensation. When another incident occurs after returning members have been released from the initial incident, such additional incident shall be considered an additional call back event for purposes of determining minimum overtime compensation.



**5.2 Unscheduled Overtime**

Whenever a member is required to return to duty for non-emergency reasons (i.e. special training, program meetings, special projects, etc.) without adequate prior notice, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a three (3) hour minimum compensation for such call back. Adequate prior notice shall be defined as five (5) calendar days.

**5.3 Scheduled Overtime**

Whenever a member is required to return to duty for non-emergency reasons (i.e. special training, program meetings, special projects, etc.) with five (5) or more calendar days prior notice, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a one (1) hour minimum compensation for such call back.

**5.4 Contiguous Overtime**

Any overtime worked as an extension of a regular tour of duty shall not be considered call back and shall not be subject to the minimum compensation amounts provided above. Contiguous overtime is considered overtime worked either immediately prior to or immediately following the regular tour of duty.

**5.5 Overtime Compensation**

Except as provided above, overtime compensation shall be for actual time worked in one-tenth of an hour (six minute) increments. computed in one-half (1/2) hour increments. For purposes of this Section only, once a member works sixteen (16) minutes or more he/she will be credited with an additional one-half (1/2) hour.

New Section 8.9, **Daylight Saving Time**, under Section 8 Work Schedule, shall be created as follows:

**8.9 Daylight Saving Time**

Employees scheduled to work a shift in which Daylight Savings Time either takes effect (Spring) or reverts to Standard Time (Fall) shall be paid for hours worked. When Daylight Savings Time takes effect, employees will have the option to use one hour of paid time in lieu of unpaid leave time. An alternative option may be offered at the discretion of the Department Head or designee and based on City business needs, for employees to work an additional hour at straight time rate that day or another day during the same work week. For example, if an employee works 23 hours when Daylight Saving Time takes effect in Spring, then the employee will be compensated for 23 hours. If an employee works 25 hours when Daylight Saving Time reverts to Standard Time in the Fall, then the employee will be compensated for the extra hour worked.

**Section 10. Educational Incentive**

(c) The City shall pay an educational incentive to each member who has demonstrated completion of a job related course of study for an approved major degree, which shall include Fire Science, Public Administration, Business Administration, or other such job-related course of study from an accredited institution of higher learning (accredited by the Western Association of Schools and Colleges and subject to the review and approval of the Fire Chief and City Manager). The amount of the educational incentive shall be one of the following:

30 semester units	\$100 per month for employees hired before July 1, 2018. Employees hired on or after July 1, 2018 receive only the AA/AS and BA/BS benefit.
AA/AS Degree	\$164/month
BA/BS Degree	<del>\$197</del> 285/month

## 10.2 California State Fire Training Certificate Pay

### a. State Fire Officer/Company Officer Certificate Program

A member who has received the State Fire Officer/Company Officer Certification on or before July 1, 2017 will continue to receive one hundred dollars (\$100.00) per month specialty pay.

### b. State Fire Training Level 2 Fire Officer/ Company Officer Certificate Program

1. Effective upon signature by NCFA and City, any member who meets the following conditions will be entitled to \$50/month pay for a period of up to 24 months (2 years).
  - i. Successful completion of the didactic portion (required coursework) of the State Fire Training Level 2 Fire Officer/Company Officer Certificate Program.
  - ii. At least three (3) years' experience as a paid firefighter.
  - iii. The member will have up to 24 months (two years) to complete the Task Book required for the State Fire Training Level 2 Fire Officer/Company Officer Certificate Program, including completion of the City of Napa requirements to become an acting Captain.

Employees have no property interest in the \$50/month pay and the pay will cease when the employee achieves the State Fire Training Level 2 Fire Officer/Company Officer Certificate (subsection (2), below) or after 24 months, whichever comes first.

Because the \$50/month pay is paid before the member has completed all coursework in the program, the parties understand that it does not meet the definition of Educational Incentive Pay and will not be reported to CalPERS.

2. The City shall pay \$100/month pensionable certificate pay to any member who successfully completes the didactic portion (required coursework) and the Task Book required for the State Fire Training Level 2 Fire Officer/Company Officer.
3. A member may earn pay for either the State Fire Training Level 2 Fire Officer/Company Officer Certificate or the State Fire Officer/Company Officer Certification but not both.
4. Members in the Fire Captain classification who complete the Napa Fire Department Captain's Position Task Book and receive the State Fire Training's Company Officer Certification (or SFT Fire Officer Certification) shall receive additional certification pay of two-point-five percent (2.5%) of their monthly base salary upon submission of proof of certification. This 2.5% Certification Pay for Fire Captains is in addition to \$100/month pensionable certificate pay as referenced in Section 10.2.a State Fire Officer/Company Officer Certificate Program and Section 10.2.b.2 State Fire Training Level 2 Fire Officer/ Company Officer Certificate Program). Fire Captains promoted before January 1, 2021, who have their Company Officer Certificate and completed the superseded legacy NFD Acting Captain's Task Book, will be entitled to the 2.5% Certification Pay.



c. State Fire Chief Officer/Chief Fire Officer Certification Program

A member who has received the State Fire Chief Officer/Chief Fire Officer Certification on or before July 1, 2017 will be entitled to an additional fifty dollars (\$50.00) per month pensionable certificate pay. This pay is in addition to State Fire Officer/Company Officer Certification pay (for a total of \$150/month), and the member must be in the classification of Fire Captain.

d. State Fire Training Level 3 Chief Officer/Chief Fire Officer Program

1. Effective upon signature by NCFA and City, any member who successfully completes the didactic portion (required coursework) and the Task Book required for the State Fire Training Level 3 Chief Officer/Chief Fire Officer Certificate Program shall be paid an additional fifty dollars (\$50.00) per month specialty pay. This pay is in addition to State Fire Officer/Company Officer Certification or State Fire Training Level 2 Company Officer Certification pay (for a total of \$150/month).
2. A member may earn pay for either the State Fire Training Level 3 Chief Officer/Chief Fire Officer Certificate or the State Fire Chief Officer/Chief Fire Officer Certification but not both.

e. State Fire Training Fire Apparatus Driver Operator Program

1. State Fire Training Fire Apparatus Driver Operator 1A: Any Firefighter or Firefighter/Paramedic who successfully obtains a State Fire Training Fire Apparatus Driver Operator 1A Certificate shall be paid three (3%) percent per month specialty pay.

2. State Fire Training Fire Apparatus Driver Operator 1B: Any Firefighter or Firefighter/Paramedic who successfully obtains a State Fire Training Fire Apparatus Driver Operator 1B Certificate shall be paid an additional two (2%) percent per month specialty pay.

ef. To be eligible for pay under this section, members must provide evidence of completion of coursework or a copy of the certificate to the Fire Chief or designee. Pay will begin the first full pay period after the member provides this information.

New Section 10.3, **Skill Certificate Pay**, under Section 10 Educational Incentive, shall be created as follows:

**\*\*\*The following Skill Certificate Pay is subject to approval by CalPERS and additional language changes may be necessary before executing final MOU contract.\*\*\***

### 10.3 Skill Certificate Pay

Members who possess the qualifying certifications for one (1) of the categories listed below, but are not assigned to that team, are eligible to receive \$75 per month for Skill Certificate Pay. Skill Certificate Pay is limited to one (1) of the categories identified below. Members assigned to a team that are receiving Specialty Pay under Section 3.5 are not eligible to receive Skill Certificate Pay.

#### **Hazardous Materials Technician (CSTI):**

- HAZMAT Technician 1A (40 hours)
- HAZMAT Technician 1B (40 hours)
- HAZMAT Technician 1C (40 hours)
- HAZMAT Technician 1D (40 hours)

#### **Technical Rescue Specialist (any four (4) of the following):**

- CSFM Trench Rescue Technician (24 hours) or
- CSFM Rescue Systems 1 (40 hours)
- CSFM Rescue Systems 2 (40 hours)
- CSFM Confined Space Rescue Technician (40 hours)
- CSFM Structural Collapse Technician 1 (40 hours)
- CSFM Structural Collapse Technician 2 (40 hours)
- CSFM Rope Rescue Technician (40 hours)
- CSFM Rope Rescue Awareness and Operations (40 hours)

#### **Water Rescue Technician:**

- CSFM River and Flood Rescue or Swift Water Rescue Technician Unit 1(40 hours)
- CSFM Low Angle Rope Rescue Operational (24 hours)
- CSFM Boat Operations (40 hours)

#### **Tactical Medic:**

- State of California approved TACTICAL MEDIC training certificate
  - Tactical Medicine for Special Operation Course (80 hours)
- Or
- Tactical Medicine for Special Operation Course (40 hours) and SWAT school certification (40 hours). (80 hours total)
- POST Certified PC 832 (24 hours Firearms only)

#### **Fire Investigator:**

- Fire Investigation 1A: Basic Fire Investigation (40 hours)
- Fire Investigation 1B: Evidence and Documentation (40 hours)
- Fire Investigation 1C: Preparation for Legal Proceedings (40 hours)
- POST certified PC 832 (40 hours Arrest only)

New Section 10.4, **Tuition Reimbursement**, under Section 10 Educational Incentive, shall be created as follows:

**10.4 Tuition Reimbursement**

Tuition Reimbursement Members shall be eligible for tuition reimbursement as provided in Policy Resolution 26. The maximum reimbursement that may be received by a Member in one fiscal year shall be \$2,000. Payment will be made in the fiscal year that the course is completed.



**Section 12 Uniform Allowance**

12.1 Effective July 1, 2018, the City agrees to the following:

1. For all members, regardless of work week, the City shall pay an annual amount of ~~\$800~~\$1000, to be divided and paid in equal amounts each pay period the employee is in paid status.
2. The City will purchase and provide for new members, and all members shall maintain at a minimum the following uniform items:
  - (a) Three (3) approved uniform shirts
  - (b) Three (3) pair approved uniform slacks
  - (c) One (1) approved uniform belt
  - (d) One (1) pair approved station work boots
  - ~~(e) One (1) approved wildland work boots~~
  - (f) One (1) approved uniform jacket
  - (g) One (1) approved uniform cap
  - (h) One (1) approved pair of workout shorts
  - (i) Three (3) tee-shirts

Members hired after October 1, 2013 will receive the aforementioned uniform items, in lieu of any uniform allowance for the first year (26 pay periods) of employment. Members who do not complete probation are required, upon separation, to return all items issued.

12.2 The City agrees that it will replace, at no cost to the member, any of the items listed above if damaged beyond normal wear and tear in the performance of duties without any negligence by the member, as determined by the Fire Chief.

12.3 The City shall replace up to a maximum of Two Hundred Dollars (\$200.00) per item for any eyeglasses, ~~or~~ watches, or cell phones damaged under the circumstances described above. The City shall not replace personal jewelry or other personal property.

12.4 The City will purchase wildland work boots for members. The City will also replace wildland works boots, at no cost to the member, on an ongoing basis as needed, or if damaged beyond normal wear and tear in the performance of duties without any negligence by the member, as determined by the Fire Chief or designee.

12.5 Due to concerns raised regarding member's current Nomex uniforms, the Safety Committee will discuss uniform safety standards for the Fire Department.



**Section 14. Work Schedule**

The following listed holidays shall be recognized, entitling members to “Holiday Pay” as provided in Section 15 hereafter:

New Year’s Day	Veterans Day
Martin Luther King Jr.’s Birthday	Thanksgiving Day
<del>Washington’s Birthday</del>	Day After Thanksgiving
<del>Lincoln’s Birthday</del>	Christmas Eve Day
<del>President’s Day</del>	Christmas Day
<del>Cesar Chavez Day</del>	
Memorial Day	
<del>Juneteenth</del>	
Independence Day	
Labor Day	
<del>Columbus-Indigenous Peoples’ Day</del>	
Admissions Day	

The Department will remain open for business on all holidays, and members assigned to a fifty-six (56) hour work week are required to work on those days. Members assigned to a forty (40) hour work week will have the option to work holidays (reference Section 3.7).

**Section 17. Vacation**

17.6 Members will have an option to cash out vacation hours at a straight base wage rate twice annually. Semiannual vacation cash out shall occur during the months of June and December. During the month of December of each year, each bargaining unit member may make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election will be the same as electing not to cash out vacation. Shift members with maximum accrued vacation hours may cash out annually up to 80 hours of vacation. Members assigned to a 40-hour schedule with maximum accrued vacation hours may cash out annually up to 60 hours of vacation. Cash outs must be made by the first payroll period in December of the following year. Members must maintain a vacation balance of at least 48 hours after cashout.

**Section 18. Temporary Upgrade Pay**

Members assigned by the Fire Chief, to perform responsibilities of a higher class shall receive Temporary Upgrade Pay as described below:

~~18.1 — Provisional or Interim Appointments: When a vacancy exists which is filled on a provisional basis (in the absence of a valid eligibility list) or on an interim basis (in the presence of a valid eligibility list) pending permanent appointment, the member acting in such higher class shall be paid on the Range of the vacant position on the lowest step which will result in at least a five percent (5%) increase in base salary over the member's regular rate of base salary.~~

~~18.2 — Temporary Assignments: Effective July 1, 2009, when a member is assigned on an acting basis to a position in a higher class (e.g., to replace another member on leave of absence), acting pay shall be calculated at five percent (5%) above the member's regular base rate of pay. All compensation begins with the first hour worked. The procedure for paying out-of-class pay shall be in the same manner as overtime.~~

**18.1 Temporary Upgrade Pay**

A member temporarily assigned to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Temporary Upgrade Pay. Temporary Upgrade Pay will take effect beginning the first hour worked in the Temporary Upgrade Assignment. A member must meet the qualifications of the higher classification and will be assigned in writing by their supervisor.

(a) Temporary Upgrade Pay is computed at a rate at least five percent (5%) above the Member's regular base salary or Step 1 of the higher classification, whichever is higher, except that in no circumstance shall the salary exceed the top step of the higher classification.

(b) Temporary Upgrade assignments shall be limited to a term of six (6) months unless an extension is approved by the City Manager or designee. Temporary Upgrade assignments to a vacant position are limited to 960 hours per fiscal year.

c) For Classic (non-PEPRA) members of CalPERS, the City will report Temporary Upgrade assignments as Temporary Upgrade Pay, which is compensation earnable to members who are required by the City to perform the full scope of duties in an upgraded position/classification of limited duration.

18.2 Merit increases in salary that occur while a member is assigned Temporary Upgrade Pay shall be applied to the members base salary in their base classification. When a member in a Temporary Upgrade assignment is promoted, the salary increase shall be calculated from base salary from the position the member is promoted from.

## Section 24. Sick Leave

~~Members shall accrue sick leave at the following rates:~~

~~Members assigned to a forty (40) hour work week ————— 96 hours per year~~

~~Members assigned to a fifty-six (56) hour work week ————— 134.40 hours per year~~

~~Effective January 1, 2022, m~~Members shall accrue sick leave at the following rates:

Members assigned to a forty (40) hour work week                      ~~81.7~~102.9 hours per year

Members assigned to a fifty-six (56) hour work week                      ~~114.4~~144 hours per year

When a member moves from a forty (40) hour work week to a fifty-six (56) hour work week or from a fifty-six (56) hour work week assignment to a forty (40) hour work week assignment, the conversion factor for sick leave balance shall be as follows:

- a. 40-hour member to 56-hour member =  $56/40 = 1.40$  conversion factor  
Example: 200 hours of sick leave (40-hour member) =  $200 \times 1.4 = 280$  hours of sick leave (56-hour member)
- b. 56-hour member to 40-hour member =  $40/56 = .714285714$  conversion factor  
Example: 280 hours of sick leave (56-hour member) =  $280 \times .714285714 = 200$  hours of sick leave (40-hour member)

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



**Section 24.1, add the following:**

24.1 Effective January 1, 2022, the City shall offer a Retirement Health Savings Program (RHS) for all members:

- a) The RHS, previously identified as a Health Retirement Arrangement (HRA), will continue to be administered by an industry recognized third party administrator.
- b) Effective January 1, 2022, the City shall contribute \$1200 annually contributed over twenty-six (26) pay periods on behalf of each bargaining unit employee toward the RHS.
- c) Effective January 1, 2022, the individual employee shall contribute \$1200 annually contributed over twenty-six (26) pay-periods toward the RHS.
- e)d) During the term of this MOU, if either party so requests, the City and Union agree to meet and confer over the possibility of a transition into the IAFF MERP. It is understood by the parties that this transition would be cost neutral to the City, or if not, would require additional authority and Council action.

**24.3 Contribution at Time of Retirement**

~~Upon an eligible member's retirement, the City shall deposit into each member's individual HRA fifty percent (50%) of that member's remaining sick leave balance at the rate of one hundred percent (100%) of the member's base hourly rate at the time of retirement.~~

- a) ~~Upon an eligible member's retirement, M~~members shall be entitled to convert fifty percent (50%) ~~the remaining balance (50%)~~ of unused accumulated sick leave hours to retirement service credits.
- b) ~~Upon a member's election, the City shall also deposit into each member's individual HRA up to forty percent (40%) of that member's remaining sick leave balance at the rate of one hundred percent (100%) of the member's base hourly rate at the time of retirement. Any portion of the forty percent (40%) that a member chooses not to deposit in their individual HRA may instead be converted to retirement service credits in addition to the amounts referenced in Subsection 24.3(a) above.~~

## Section 25. Bereavement Leave

In the event of a death in the immediate family of a member, the member shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed forty-eight (48) regularly scheduled work hours within a five (5) consecutive calendar-day period for members assigned to a fifty-six (56) hour workweek and twenty four (24) regularly scheduled work hours within a five (5) consecutive calendar-day period for members assigned to a forty (40) hour workweek. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, father-in-law, mother-in-law, brother, sister, spouse, registered domestic partner, child, parent of employee's child, reproductive loss, brother-in-law, sister-in-law, grandparents, grandchildren, stepparent, and stepchild, ren, and other relatives where the employee has served "in loco parentis." ~~where there is a child-rearing relationship~~. At the request of the City, the member will furnish a death certificate or newspaper announcement and proof of relationship.

## Section 28. Physical Exams

28.1 The City agrees to continue to provide cardiovascular stress tests and annual physical examinations for members who are forty (40) years of age or older, ~~pursuant to the following conditions:~~

~~Basic examinations will be available each year. Cardiovascular stress tests will be available annually for smokers, and every three (3) years, or upon recommendation of the City's physician, for non-smokers.~~

- a) Members shall be responsible for scheduling their own annual exams.
- b) Annual exams shall take place on non-work times for shift personnel.
- c) In the event that any member fails to appear for a scheduled examination without sufficient notification, the member will be responsible for the payment of any charge resulting from the failure to cancel.
- d) Members may elect to go to a physician of their choosing for the annual physical exam, in which case, the City agrees to pay the member's co-payment, if any, not paid by the member's health insurance.
- e) Alternatively, members may elect to participate in a LifeScan physical exam, and the City will reimburse up to \$700, or the equivalent of the exam cost if the exam were completed through the City's contracted occupational health provider, whichever is greater.
- d) If a member elects to participate in the physical exam, then the member must provide the City with a fitness for duty determination according to NFPA 1582 from the medical provider.



**Section 33. NCFA Business**

33.1 The City agrees to an Agency Shop provision in accordance with State Law, with automatic dues and fees deduction as provided in Section 19.

- (a) During the term of this Agreement, every member in NCFA covered by this Memorandum of Understanding, with the exception of current non-members, shall remain a member in good standing of NCFA; or, pay to NCFA a monthly service fee not greater than regular monthly NCFA dues; or, in the case of a member who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public member organizations, pay a sum equal to service fees to the Napa-Solano United Way.
- (b) Newly hired members shall comply with one of these requirements within thirty (30) days of starting employment with the City.
- (c) The deductions shall not apply during any period where the member is in an unpaid status.

33.2 The City agrees to establish and maintain a Member-Contributed Leave Bank ("Leave Bank") for the purpose of allowing members time off with pay. Time off with pay (Union Leave) will be given to Union officers and members of the Union as designated by the Union President, for conducting Union business other than required meet-and-confer sessions, meetings with management of the City or Fire Department, or hearings as allowed under Civil Service Rules.

- (a) On January 15 of each year, the City will deduct vacation leave in the following amounts from each member of NCFA:

Members assigned to a fifty-six (56) hour workweek: 6 hours per member per year

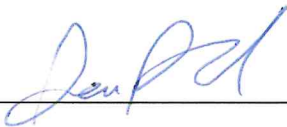
Members assigned to a forty (40) hour workweek: 4.3 hours per member per year

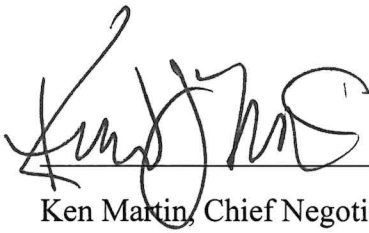
- (b) If the total hours in the Leave Bank exceed 500 hours as of January 1 of any year, the City shall not deduct vacation leave from members that year. Any portion of the Leave Bank that is unused in any year shall be carried over to the following year.
- (c) Leave Bank hours shall be withdrawn on an hour-for-hour basis.
- (d) Union Leave shall be scheduled using the following guidelines:
  - (1) Leave requests must be submitted for approval pursuant to the Department's Vacation Scheduling Policy and Vacation Scheduling Procedure. ~~Vacation S.O.P.~~
  - (2) Union Leave will be allowed or assigned at the discretion of the Union President up to three (3) allotted vacation slots. Union Leave Requests shall be approved by the Union President or designee. The Union President or designee must notify the Department when Union Leave Requests are approved for scheduling purposes to meet operational needs. Union Leave shall not be counted as the three (3) vacation leave slots available to members.

- (3) Union Leave shall not be scheduled more than sixty (60) days prior to the requested date(s).
- ~~(4) Overtime for any additional Union Leave in special circumstances may be approved by the Fire Chief (or designee) when a written or e-mail request is submitted by the Union President. The Fire Chief shall provide his/her written decision to the Union President on a case-by-case basis. If this additional Union Leave exceeds three (3) allotted vacation slots and causes backfill overtime, the Leave Bank hours shall be withdrawn at the overtime rate of one and one-half hours for each hour.~~

**MOU Language Clean-up**

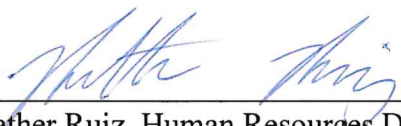
Correcting/Updating non-substantive language items.

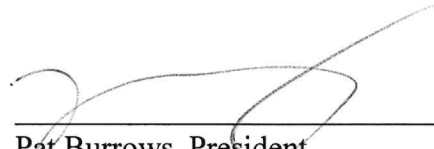
By:   
Jesse Lad, Chief Negotiator  
City of Napa

By:   
Ken Martin, Chief Negotiator  
Napa City Firefighters Association

Date: 10/15/24

Date: 10/15/24

By:   
Heather Ruiz, Human Resources Director  
City of Napa

By:   
Pat Burrows, President  
Napa City Firefighters Association

Date: 10/15/24

Date: 10/15/24