

**City of Napa
Napa Chief Fire Officers (NCFO)
Total Tentative Agreement
December 23, 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 1. Classifications

Classifications The City recognizes NCFO as the certified employee organization representing the following classes of employees: ~~Division Chief~~Deputy Fire Chief and Fire Battalion Chief. "Member" shall mean an individual regularly employed in either of the aforementioned classes.

Section 2. Term

The term of this MOU shall be January 1, ~~2022-2025~~ through December 31, ~~2027~~2024. No member shall be entitled to any term, provision or benefit under this MOU unless ~~he or she is~~they are actively and regularly employed by the City on the date such term, provision or benefit becomes effective. Any member who retires, is terminated or otherwise discontinues regular and active employment with the City shall not be entitled to any term, provision or benefit that first becomes effective after that member's last date of active and regular employment with the city, irrespective of the fact that such member's active and regular employment ended subsequent to the effective date of the MOU.

Section 3. Compensation

3.1 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. Effective the pay period beginning January 4, 2025, there will be an adoption of a sixth step (Step 6) to base salary schedules for Battalion Chief and Deputy Chief included in Exhibit "A". Step 6 will be 5% above Step 5. Members with at least one year at Step 5 will move into Step 6 effective the payroll period containing January 4, 2025.

~~ab. 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 Effective will reflect a three and a half percent (3.50%) increase effective the pay period which includes January July 1, 20256, base salaries shall be increased by three and a half percent (3.5%) is the first full pay period in January (beginning January 8, 2022).~~

~~bc.~~ Effective the pay period which includes January 1, 202~~673~~, base salaries shall be increased by three and a quarter -percent (3.25%).

c. Effective the pay period which includes January 1, 202~~74~~, base salaries shall be increased by ~~two and three quarters~~two percent (~~2.752~~%).

Section 8. Holidays

The following listed holidays shall be recognized, entitling those members that are required to work shifts to "Holiday Pay" as provided for in Section 9 hereafter:

New Year's Day	Indigenous Peoples' Day
Martin Luther King Jr.'s Birthday	Admissions Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
<u>Cesar Chavez Day</u>	Day After Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

The parties acknowledge that the City will remain open for business on Admissions Day and agree that forty-hour members will be required to work on that day. Forty-hour members who are required to work on a scheduled holiday will be allowed eight (8) hours of time off in lieu thereof as scheduled by mutual agreement with the Fire Chief or designee within the same calendar year as the date of the holiday. The eight (8) hours provided under this section must be used as a day off with pay, and members will not be granted a day's pay in lieu of time off. Holiday time granted under this provision may not be carried over into a succeeding calendar year if not used during the calendar year granted.

Section 10. Acting Pay / 40-Hour Assignments

10.2 40-Hour Assignments. The City agrees to provide 40-hour assignment pay of ~~ten~~ ~~seven~~ percent (~~107~~%) of the member's base monthly salary to Battalion Chiefs assigned to a 40-hour work week to perform their duties providing they work holidays that fall on their regularly scheduled work day. If holidays are not worked then the 40-Hour assignment pay will be ~~two-five~~ percent (~~25~~%) of the Battalion Chiefs base monthly salary. Prior to December 1st of each calendar year, members receiving 40-hour assignment pay must indicate in writing if they elect to work holidays. Such election shall remain in effect for the entire calendar year. Assignment 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 who are placed on light duty.

Section 16. 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) hours (shift workers) or twenty-four (24) hours (40-hour members) within a five (5) consecutive calendar-day period of bereavement leave for death in the immediate family (~~father, mother, brother, sister, spouse, registered domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, grandparents, grandchildren and step-children where there is a child-rearing relationship~~). ~~At the request of the City, the member will furnish a death certificate, newspaper announcement, or other valid announcement and proof of relationship. Such bereavement leave shall not be deducted from any accrued leaves including management leave, vacation, or sick leave.~~

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, registered domestic partner, child, parent of employee's child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparent, stepchild, and other relatives where the employee has served "in loco parentis". A member can take bereavement leave following their own reproductive loss event or that of another person – such as a spouse or partner – if the member would have been the parent of the child born or adopted. Upon reasonable belief that a member is using bereavement leave in a manner inconsistent with this section, the City shall have the right to request reasonable evidence to substantiate use of bereavement leave.

Section 20. Educational Incentive

20.2 The City agrees to pay ~~two and a half~~ three and a quarter percent (2.53.25%) ~~three-hundred dollars (\$300.00) per month~~ specialty pay to any member(s) who successfully completes the State Fire Officer Certification program, ~~and~~ receives certification, and submits proof of certification.

20.3 The City agrees to pay ~~two and a half~~ three and a quarter percent (2.53.25%) ~~three-hundred twenty-five dollars (\$325.00) per month~~ specialty pay to any member(s) who successfully completes the State Fire Chief Officer Certification program, ~~and~~ receives certification, and submits proof of certification. This pay shall be in addition to Officer Certification pay.

****New Section****

Section 21. Fire Officer Safety Training/Coordinator Premium

Fire Officer Safety Training/Coordinator Premium (Safety Officer/Training Coordinator Premium) - Five percent (5%) of member's monthly base salary to all members who are routinely and consistently assigned to instruct fire personnel in safety procedures. Battalion Chiefs and Deputy Chief are routinely and consistently assigned instructional duties related to safety training and procedures for each specialty team that they oversee. This compensation will be paid as earned, as part of the employee's normal pay period.

Section ~~2829~~. Effective Date

~~2829~~.1 Except as otherwise specified herein, each of the terms of this MOU shall be effective upon ratification by NCFO and approval by the City Council of the City of Napa.

Upon expiration of this MOU, the terms and provisions herein shall continue in effect until a successor MOU is reached. In the event that discussions for a successor MOU are not initiated by any party prior to November 1, ~~2024~~2027, all parties shall be deemed to have waived their right to modify the MOU for the following fiscal year.


~~2829~~.2 The parties shall use their best efforts to commence the meet and confer process prior to September 30, ~~2024~~2027, with respect to a MOU to take effect January 1, ~~2025~~2028.

MOU Language Clean-up

Correcting/Updating non-substantive language items.

By: 
Heather Ruiz, Human Resources Director
City of Napa

Date: 12/30/24

By: 
Christopher Gilbert, President
Napa City Fire Officers

Date: 12/31/24