

ATTACHMENT 2

AMENDMENT NO. 1 to AGREEMENT NO. C2019-325 BETWEEN
NAPA CITY EMPLOYEES' ASSOCIATION – SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 1021, CTW, CLC
AND
CITY OF NAPA

1. The City of Napa ("City") and the "NCEA-SEIU, Local 1021," which is comprised of the Napa City Employees' Association, affiliated with Service Employees International Union, Local 1021, CTW, CLC, are parties to a Memorandum of Understanding ("MOU") (Agreement No. C2019-325) with an effective date of January 1, 2019 through June 30, 2021. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU now and in the future.
2. The parties hereby agree that upon implementation of the City's Enterprise Resource Planning System, which is estimated to occur in the Summer of 2021 or later, that the salary steps in the City's current Salary Table will be changed from twenty (20) steps to five (5) steps. The change will be implemented as follows: Step A in the current salary table will become Step 1 in the new salary table; Step E in the current salary table will become Step 2 in the new salary table; Step J in current salary table will become Step 3 in the new salary table; Step O in current salary table will become Step 4 in the new salary table; and Step T in current salary table will become Step 5 in the new salary table. The lowest dollar amount of each Salary Range (converting from Step A to Step 1) and the highest dollar amount of each Salary Range (converting from Step T to Step 5) will not be changed; rather, only the number of steps between the lowest and highest dollar amounts will be changed.
3. Section 3.7 is hereby amended to delete the previous text and replace it with:

"The pay plan, upon implementation of the City's Enterprise Resource Planning System, which is estimated to occur in the Summer of 2021, or later, shall contain a twenty percent (20%) salary spread for each class, with a four percent (4%) increment between Step 1 and Step 2, and five percent (5%) increments for the remainder of the steps."
4. Section 3.9 is hereby amended to delete the previous text and replace it with:

"Members shall normally enter the salary plan at "A" Step. However, in special circumstances, with the recommendation of the Department Manager, the City Manager may assign a new member at any point within their respective salary range."

Members shall be reviewed for consideration of a merit increase to the next step within the salary range, either four percent (4%) or five percent (5%) of base salary dependent on their current placement within the salary range after completion of probation. Members with a probation period of longer than six (6) months, including members whose probationary period is extended because their job is such that it requires a longer evaluation period, will be reviewed for consideration of a merit pay increase at six (6) months. Thereafter, members will be evaluated for consideration of merit pay increases annually until they reach the top of their respective salary range, after which time the members will receive their performance evaluations on their anniversary date of employment with the City. All merit salary adjustments shall be recommended by the member's supervisor and reviewed and approved by the Department Manager. Satisfactory performance should result in an increase to the next step within the specified range which is four percent (4%) or five percent (5%) of base salary dependent on their current placement within the salary table. Such increases shall not exceed the amount necessary to bring the salary to the top of the range except as allowed herein.

If a Member has not received a performance evaluation by the time of their anniversary date of employment with the City, they shall automatically receive a merit salary adjustment."

5. Section 3.10 is hereby amended to delete the previous text and replace it with:

"Performance deficiencies shall be brought to a member's attention in writing at the earliest possible time to allow the member to correct the issue in a timely manner, but no less than forty-five (45) days prior to an evaluation. In the event a member's performance is evaluated at less than "satisfactory," the member shall not receive a merit increase. The member's performance will be re-evaluated within four (4) months thereafter and the member may be placed on a performance improvement plan. If at that time the member's performance is evaluated at "satisfactory" or better, the member will receive a merit salary adjustment of four percent (4%) or five percent (5%) of base salary dependent on their current placement within the salary table. Members at the top step in their range, although not eligible for a merit salary increase, may request a similar re-evaluation."

6. The parties also agree that upon initial implementation of the City's Enterprise Resource Planning System, any employee whose salary in the current salary table falls in between steps in the new salary table will be placed in the higher of the two new steps at the time of implementation, and that such a change shall not impact future merit increases. For example, an employee that is at Step H in the current salary table will move to Step 3 in the new salary table upon implementation of the City's Enterprise Resource Planning System.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year set forth below.

Dated: _____, 2021

By: _____
Liz Habkirk
Deputy City Manager
City of Napa

Dated: _____, 2021

By: _____
Terri Ritchie
President
Napa City Employees' Association

By: _____
Amanda Steiner
Representative
SEIU Local 1021

ATTEST:

TIFFANY CARRANZA, City Clerk

JOY RIESENBERG, City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney