

**City of Napa & The Napa City Firefighters Association**  
**Comprehensive Tentative Agreement**  
**June 6, 2018**

*This tentative agreement (TA) is subject to Council adoption and NCFCA ratification, and each party shall recommend the adoption of this TA to their respective constituents. All City and NCFCA proposals not specifically referred to herein are withdrawn by each party.*

*Upon Council adoption and NCFCA ratification, the TA language is binding and modifies the prior MOU between the parties; all provisions in the prior MOU not modified by this TA remain in effect. No later than October 1, 2018, the parties will create a final successor MOU document which incorporates all TA language and prior MOU provisions; non-substantive clean-up language may also be included, subject to mutual agreement.*

**Sec. 2 Term**

Three Years (expiring June 30, 2021).

**Sec. 3 Compensation**

**Sec. 3.1 Base Salaries and Total Compensation**

Across the Board increases equivalent to the following:

- 2.5% effective first full pay period following ratification
- 2.7% effective later of first full pay period following July 1, 2019 or first full pay period following ratification
- 2.7% effective later of first full pay period following July 1, 2020 or first full pay period following ratification

**Sec. 3.5 Specialty Pay**

Add/modify Special Assignments consistent with the following (effective pay period including October 1, 2018):

- Shift Investigators – Increase to 3% of member's monthly base salary
- NIRT – 3% of member's monthly base salary
- Water Rescue – 3% of member's monthly base salary
- SWAT Medic – 3% of member's monthly base salary
- Infection Control Coordinator – 2% of member's monthly base salary
- Fitness Coordinator – 2% of member's monthly base salary
- NOTES:
  - Specialties are additive up to a maximum of 6% of member's monthly base salary
  - All employees receiving specialty pay are subject to bid restriction (shift and station), and the Department may transfer individuals receiving specialty pay for the good of the Department
  - Employees remain responsible for completing any and all training required to meet and maintain the qualifications for

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appointment to specialty positions. Initial training (i.e., training before an employee is selected for a special assignment) is considered “[a]ttendance at training facilities and schools which is not required by the Napa Fire Department” for purposes of Section 4.4.

- Implementation:
  - Department will establish standards for any new special assignments by September 30, 2018
  - All changes in specialty pays effective the pay period including October 1, 2018
  - Bid and station restrictions will occur no sooner than the shift bid occurring in 2018
  - Evaluation
    - Chief will evaluate all specialty team composition prior to October 1, 2019
    - Thereafter, the Chief may evaluate specialty team composition every five (5) years

Cleanup

- Delete “me too” language
- Sec. 3.7 – Conform Admin Pay language to sideletter (holidays)
- Sec. 3.9 – delete (redundant given changes to 3.5)

**Sec. 4 Overtime**

**Sec. 4.3 CTO**

City 5/17 Proposal plus the following: “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.”

**Sec. 10 Education Incentive**

Effective July 1, 2018

- 30 Unit – Increase to \$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- \$164 per month
- BA/BS - \$197 per month

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**Sec. 10.2**      **Cal. State Fire Training Certificate Pay**  
Conform MOU to Amendment 1

**Sec. 12 Uniform Allowance**

**Sec. 12.1**      **Uniform Allowance**

12.1 Effective July 1, ~~2018~~2009, the City agrees to the following:

1. For all members, regardless of work week, the City shall pay an annual amount of \$800, to be divided and paid in equal amounts each pay period the employee is in paid status.

~~For members who work a fifty-six (56) hour work week the City shall pay an annual amount of \$663.90, to be divided and paid in equal amounts each pay period.~~

~~For members who work a forty (40) hour work week the City shall pay an annual amount of \$795.50, to be divided and paid in equal amounts each pay period.~~

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

12.2: Strike "~~under emergency circumstances~~"

**Sec. 15 Holidays**

**Sec. 15**      **Holidays**  
Conform MOU to Admin BC TA (Sections 14 & 15).

**Sec. 17 Vacation**

**Sec. 17.1**      **Vacation Accrual**  
City 5/17 Proposal  
(increase accrual for employees at 0-4 Years of Service)

**Sec. 24 Sick Leave**

The parties agree that, beginning August 2018, the parties will meet to confer over the issue of the existing HRA and sick leave incentive program, with the goal of identifying

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a cost-neutral replacement program. Any changes to the retiree medical program will be by mutual agreement only.

**Sec. 30 Residency**

Add reopener: "Upon written request by NCFA, the parties will meet and confer over the establishment of a housing incentive program. Establishment of any such program will be by mutual agreement only."

**Cleanup:**

- Incorporate sideletters

**TA's**

- **Sec. 17.4 Discretionary Leave (5/3/18)**
- **Sec. 20.3 Life Insurance (5/3/18)**
- **Sec. 44 Closure Days (5/3/18)**

**Pending TA's**

- **Sec. 8.8 Staffing**
- **Sec. 8.10 Proration of Benefits**
- **Sec. 22.1 Retirement Optional Benefits**
- **Sec. 35 Grievance Procedure**

**Parties agree to Drop all other proposals.**

For NCFA

  
\_\_\_\_\_  
Larry Menth  
Chief Spokesperson

For City:

  
\_\_\_\_\_  
Charles Sakai  
Chief Spokesperson 6/7/18

# City of Napa and NCFE Negotiations | 2018

## TENTATIVE AGREEMENT

### Sec. 8. Work Schedule

#### 8.8 Staffing

The City does not anticipate reductions in current minimum staffing levels of **eighteen (18) sixteen (16)** fire personnel on duty per day (~~15~~ **17** members plus a qualified duty chief) and three (3) fire personnel per engine or truck company, and two (2) fire personnel per squad.

~~The current and anticipated minimum staffing levels on a daily basis are as follows:~~

	<b>Current Staffing</b>	<b>Staffing at Opening of Fire Station 5</b>	<b>Staffing FY17-18</b>
<b>Total Personnel (includes one Battalion Chief)</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>Paramedics</b>	<b>5</b>	<b>6</b>	
<b>Captains (classified) (does not include Captain acting as Battalion Chief)</b>	<b>3*</b>		

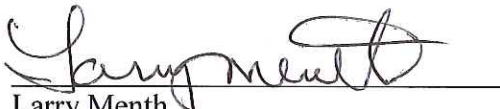
The above minimum staffing levels includes 3 Captains (classified), not including a Captain acting as a Battalion Chief. The 3rd captain will be "hired" (on overtime), if it is required for minimum staffing purposes.

The City will maintain a ratio of one (1) Paramedics to each Advanced Life Support (ALS) Unit.

If reductions in these staffing levels are contemplated during the term of this Agreement, the City agrees to meet and confer on the impacts of staffing level changes.

[Delete Section 11.5(b) as inconsistent with this section.]

For NCFE

  
 Larry Menth  
 Chief Spokesperson

For City:

  
 Charles Sakai  
 Chief Spokesperson 6/2/18

City of Napa and NCFA Negotiations | 2018

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**TENTATIVE AGREEMENT**


**Sec. 8. Work Schedule**

Delete Section 8.10 Proration of Benefits


**8.10 Proration of Benefits**

~~Except as provided in Section 8.5 above, there shall be no proration of member benefits (i.e. the City cost of providing health and welfare insurance, vacation, sick leave, holidays, etc.) for members working fewer than twenty-four (24) hours per week.~~

For NCFA

  
\_\_\_\_\_  
Larry Menth  
Chief Spokesperson

For City:

  
\_\_\_\_\_  
Charles Sakai  
Chief Spokesperson 6/27/18

# City of Napa and NCFA Negotiations | 2018

## TENTATIVE AGREEMENT

### Retirement Optional Benefits

22.1 The City has amended ~~or shall amend~~ its contract with the California Public Employees Retirement System (PERS) to provide additional benefits for members as follows: Some of these benefits are limited by law to "classic" members.

(a) Effective September 25, 2001, the City shall provide the Indexed Level of the 1959 Survivors Benefit, pursuant to Government Code section 21574.

(b) Effective upon amendment of the PERS contract, members shall be entitled to convert unused accumulated sick leave to service credit under Government Code section 20965.

(c) Members hired before January 1, 1984, shall be entitled to retirement credit for military service pursuant to Government Code Section 21024. Members hired on or after January 1, 1984, shall not be entitled to retirement credit for military service pursuant to Government Code section 21024. (Effective 10/1/76, Reference MOU #3031, Section 5(c)).

(d) The City shall contract with CALPERS for the Military Service Credit as provided for under Government Code section 20996.

(e) Increase in non-job related disability benefits providing for thirty percent (30%) of the final compensation upon five (5) years of service with improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%) as provided for under Government Code section 21427. (Effective 5/18/77, Reference MOU #3031, Section 5b.)

~~(f) The City shall contract with CALPERS for Members hired on or before August 1, 2012 shall be subject to the "three percent (3%) at age 50" retirement plan as provided for under Government Code section 21362.2, with the~~ The City shall contract with CALPERS for the single-highest year retirement benefit as provided for under Government Code section 20024.

~~(f) Increase in monthly allowance; retirements or deaths prior to 7/1/74 (3-15%) pursuant to Government Code section 21325. (Effective 12/1/80).~~

~~(g) The City shall contract with CALPERS for the single highest year retirement benefit as provided for under Government Code section 20024.~~

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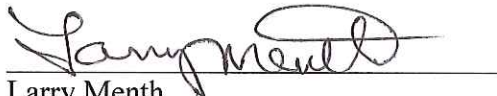
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(h)(g) ~~For members~~ Members hired on or after August 1, 2012, who do not meet the definition of "new employees," as defined by the Public Employees' Retirement System (PERS) shall be subject to the "three percent (3%) at age 55" retirement plan as specified in Government Code Section 21362, with a three-year average on final compensation as provided by Government Code Section 20037.

(i)(h) For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 formula, highest three years. Employees will pay the full employee contribution required by the Public Employees Retirement Act of 2013 (PEPRA)(50% of the Normal Cost of the benefit).

[Incorporate Amendment # 1 changes to Section 22.3]

For NCFA



Larry Menth  
Chief Spokesperson

For City:



Charles Sakai  
Chief Spokesperson



# City of Napa and NCFA Negotiations | 2018

## TENTATIVE AGREEMENT

### Grievance Procedure

#### Section 35. Grievance Procedure

35.1 Definition. A grievance is any dispute which involves the interpretation, application, claimed violation, or claimed noncompliance with the provisions of this MOU which actually affects one or more members. Except as set forth in subsection 35.4 below, the grievance procedure discussed herein shall be the sole grievance mechanism applicable to members (employees covered by this MOU). No matter shall be considered as a grievance under this Section unless it is presented in accordance with Step I below, within ~~twenty (20) business~~ twenty-eight (28) calendar days after the member or the Association could reasonably have been aware of events on which the grievance is based.

35.2 Grievance Process:

35.2.1 Step I – Informal Step: Any member (and/or the member’s Association representative) who claims he or she has a grievance shall first present the grievance to his/her Battalion Chief, and attempt to resolve the grievance informally through discussion with his/her Battalion Chief. If the issue is not resolved within ~~twenty (20) business~~ twenty-eight (28) calendar days after it is presented, the Step I informal process shall be deemed terminated, and the member (and/or the member’s Association representative) may elect to invoke the procedure hereinafter specified by filing a formal grievance.

35.2.2 Step II – Fire Chief: Any grievance that has not been resolved at Step I (Informal Step) may be referred to the Fire Chief by the member (and/or the member’s Association representative). Any such referral shall be in writing to the Fire Chief with a copy to the Human Resources Director within ~~twenty (20) business~~ twenty-eight (28) calendar days after the Step I informal process has terminated. The written grievance shall contain a clear and concise statement of the grievance, including specific provisions of this MOU alleged to have been violated, the circumstances involved in the decision rendered at Step I, and the specific remedy sought. If the City and the Association have agreed on a form for the grievance, the Step II grievance shall be filed using that form. Either the member or the Association shall be entitled to a personal conference with the Fire Chief (or his/her designee) upon request. The Fire Chief (or his/her designee) shall communicate a written decision to the member with a copy to the Association and to the Human Resources Director within ~~twenty (20) business~~ twenty-eight (28) calendar days after receiving the grievance or ~~twenty (20) business~~ twenty-eight (28) calendar days after the date of the personal conference, whichever is later, and such action will terminate Step II.

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## City of Napa and NCFA Negotiations | 2018

- 35.2.3 Step III – City Manager: If the member (or the member’s Association representative) is not satisfied with the decision at Step II, the member (or the member’s Association representative) may appeal the decision in writing to the City Manager within ~~twenty (20) business~~ **twenty-eight (28) calendar** days after the termination of Step II. The Step III written appeal shall include a copy of the original grievance, the decision rendered at Step II, and a clear and concise statement of the reasons for the appeal. The City Manager (or his/her designee) shall communicate a written decision to the member with a copy to the Association and to the Human Resources Director within ~~twenty (20) business~~ **twenty-eight (28) calendar** days after receiving the appeal, and such decision will terminate Step III.
- 35.2.4. Step IV – Arbitration: If the Association is not satisfied with the decision at Step III, the Association may require that the grievance be referred to a neutral arbitrator. The Association must notify the City Manager in writing within ~~twenty (20) business~~ **twenty-eight (28) calendar** days after receipt of the City Manager’s decision that it intends to move the grievance to arbitration. The neutral arbitrator shall be chosen by mutual agreement between the Association and the City. In the event the Association and the City cannot agree on a neutral arbitrator, they shall mutually request a panel of seven (7) experienced and neutral arbitrators from the State of California Mediation and Conciliation Service. In the event the Association and the City cannot agree on an arbitrator from the list of seven provided, they shall alternatively strike from the list until an arbitrator is selected. Unless specifically modified by this Agreement, the arbitration shall be subject to the requirements of California Code of Civil Procedure Part 3, Title 9, Sections 1280, et seq., and the neutral arbitrator shall comply with the National Academy of Arbitrator’s Code of Professional Responsibility for Arbitrators of Labor Management Disputes. After a hearing on the grievance, the arbitrator shall render a final and binding written award. The fees and expenses of the arbitrator and the court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. In rendering an award, the arbitrator shall not add to, subtract from, change, or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.
- 35.3. Disciplinary Grievances. The Association may submit appeals of dismissal, demotion, suspension, or salary reduction to the Step IV Arbitration process set forth in section 35.2.4. The Association must notify the City Manager in writing within ~~twenty (20) business~~ **twenty-eight (28) calendar** days after the member’s receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary grievance to arbitration. The Association’s notification will include a written statement of the grievance setting forth a clear and concise statement of the reasons for the appeal, and a signed waiver from the affected member indicating that he/she is electing to have the disciplinary

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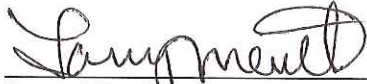
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appeal settled through binding arbitration in lieu of any alternative procedures described in section 35.4 below, including an appeal and/or hearing before the Civil Service Commission.

35.3.1 Written Reprimands and Transfers. Written reprimands and transfers are not subject to Step IV Arbitration. However, a member (or the member's Association representative) may grieve written reprimands and transfers under Steps I through III, pursuant to sections 35.2.1, 35.2.2, and 35.2.3 above. In such cases, the decision of the City Manager or his/her designee at Step III shall be final.

For NCFA



Larry Menth  
Chief Spokesperson

For City:



Charles Sakai  
Chief Spokesperson

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5/3  
9:39 AM

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Vacation

City Response to Union Proposal # 5  
May 3, 2018

City proposes the following non-substantive change to clarify the impact of discretionary leave used under FMLA.

- 17.4 The number of members assigned to a fifty-six (56) hour work week who may ~~be on~~ use discretionary leave (e.g., vacation or CTO) at the same time shall not exceed three (3) per shift. Discretionary leave used to cover leave under the Family Medical Leave Act (FMLA) will count towards this limit. However, FMLA leave shall not be denied based on the type of leave used.

~~Notwithstanding this limitation, if 3 vacation slots are filled (i.e., vacation has been approved for 3 members on the same shift) at the time an FMLA leave request is authorized for another member (using accrued vacation hours) on the same shift, the FMLA leave will not count as one of the 3 vacation slots. If, at the time a request for FMLA leave is authorized (using accrued vacation hours), and less than 3 vacation slots are filled, the FMLA leave request shall be counted as one of the 3 vacation slots for that shift.~~

Vacation scheduling shall be in accordance with Napa Fire Department S.O.P. 401.19.

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CDJ

*Revised*

*5/3 9:10 am*

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Life Insurance

City Proposal (May 3, 2018)

City proposes the following cleanup proposal

- 20.3 The City will pay the premium for life insurance up to a maximum of \$50,000 up to age 70 during the period of employment of each member. Active members shall be entitled to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum amount of \$250,000.

When a member retires, he/she shall not be entitled to payment of the premium for said insurance policy by the City after retirement. However, any such member shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. Retired members shall be entitled to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum amount of \$50,000.

~~Members hired on or before June 30, 1984, shall be eligible for a City-paid life insurance policy in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon retirement, to age seventy (70). Members hired on or after July 1, 1984, shall not be entitled to this benefit. The City reserves the right to obtain an insurance policy for this purpose from an insurance carrier of its choice, or to self fund this policy.~~

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