

**Total Tentative Agreement City of Napa (“City”) and Napa City
Employees’ Association – Service Employees International Union
Local 1021, CTW, CLC (“NCEA/SEIU Local 1021”)
June 3, 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.

Section 1. Recognition

Section 1, Recognition, shall be amended as follows:

~~Consistent with City Council Resolution No. 4851, the City has recognized NCEA-SEIU, Local 1021 as the certified employee organization representing all non-safety (i.e., non-Police or Fire Service) employees, exclusive of: (1) those employees represented by the Association of Administrative, Managerial and Professional Employees of the City of Napa (AMP); (2) unclassified and part-time employees; and (3) personnel excluded under Section 3 of City Council Resolution No. 74-319, City Council Resolution No. 79-236 and City Council Resolution No. 83-64. As used in this MOU, "member" includes all classified employees regularly employed in a class listed in Exhibit A, attached hereto, and incorporated herein by reference.~~ The City recognizes NCEA/SEIU Local 1021 as the certified employee organization representing the following classes of employees as outlined in Exhibit A.

Section 2. Term

Section 2, Term, shall be amended as follows:

The term of this Memorandum of Understanding shall be July 1, ~~2022~~2024 through June 30, ~~2024~~2026.

This Memorandum of Understanding is intended to and shall supersede the parties' previous Memorandum of Understanding (City Agreement No. ~~2021-387~~2023-566) dated ~~November 18, 2021~~February 23, 2023.

Section 3. Compensation

Section 3.1, Salary and Classification Pay Plan, shall be amended as follows:

3.1 **Salary and Classification Pay Plan:**

It is the desire of the City to have a competitive Compensation Plan to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that surveys of the salaries and benefits of employees performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal. In ~~2021-2024~~, the survey universe included the following agencies: City of Antioch, City of Brentwood, City of Concord, City of Fairfield, City of Hayward, City of Livermore, Napa County, City of Petaluma, City of Pleasanton, City of Santa Rosa, City of Vacaville, and City of Vallejo. ~~For the three Street Maintenance Crews in 2021, the survey universe included the Economic Research Institute, as well as the following agencies: City of American Canyon, City of Antioch, City of Brentwood, City of Concord, City of Fairfield, City of Martinez, City of Pittsburgh, City of Richmond, City of Santa Rosa, City of Vacaville, City of Vallejo, Contra Costa County.~~

The Salary table (attached in Exhibit A) identifies the salary range for the base salary for each member's classification. The salary table set forth on Exhibit A identifies the base salaries that were in effect as of July 1, ~~2022~~2024. The City will implement salary increases to the base salaries set forth on Exhibit A, in the percentages set forth below, effective on the first full pay periods following the identified dates:

- ~~5.03.50%~~ effective the pay period beginning ~~August 6, 2022~~July 6, 2024.
- ~~3.02.50%~~ effective the pay period containing July 1, ~~2023~~2025.
- ~~1.50%~~ effective the pay period containing January 1, 2026

One-Time Lump Sum Payment

~~Effective the pay period beginning August 6, 2022 (paycheck date August 26, 2022), each NCEA-SEIU represented employee on payroll at that time will receive a \$3,500 non-PERSable one-time payment.~~

Section 3.2. Bilingual Specialty Pay

Section 3.2, Bilingual Specialty Pay, shall be amended as follows:

3.2 Bilingual Specialty Pay-

1. The City shall designate assignments within each department or work location eligible to receive bilingual pay. NCEA–SEIU, Local 1021 may request additional positions be identified within departments or work locations. In addition, certain positions may require bilingual skills as a minimum qualification. Employees in such positions who are certified bilingual shall receive additional compensation as Bilingual Pay.
2. Certification and Eligibility. A request to be certified as bilingual must be approved by the Department Director and City Manager. The Human Resources Director shall schedule employee(s) for a bilingual proficiency examination as needed, but not more than once per quarter. The examination may be written and/or oral, depending on the need identified by the Department Director, and shall be administered by a trained bilingual professional designated by the Human Resources Director.

Upon successful completion of a bilingual proficiency examination an employee shall be certified as having bilingual skills, and if they occupy a designated assignment, will receive Bilingual Pay effective the beginning of the pay period following certification.

If more employees are certified bilingual than the number of designated assignments within a department or work location, employees will be assigned by seniority.

The Human Resources Director may require that a member be recertified once every three (3) years.

Section 3.3. Hazard Pay Differential

Section 3.3, Hazard Pay Differential, shall be amended as follows:

3.3 ~~Hazard Pay Differential~~Tree Crew Premium Pay. The City agrees to pay a ~~Hazard Pay Differential~~Tree Crew Premium Pay to the following classifications:

_____ Park Maintenance Workers assigned to tree crews: three percent (3%) of base salary

~~Hazard Pay~~Tree Crew Premium Pay will be effective at the beginning of the pay period following assignment to the tree crew.

Section 3.14. Fire Investigation Team Pay

Section 3.14, Fire Investigation Team Pay, shall be amended as follows:

- 3.14 ~~Fire Investigation Team~~Investigator Premium Pay. ~~Effective the pay period beginning September 18, 2021,~~ Fire Prevention Inspectors who are assigned by the Fire Chief to serve on the Fire Investigations Team shall receive ~~additional compensation~~Fire Investigator Premium Pay in the amount of 3% of member's base pay salary for said assignment.

Section 5.2. Rest Periods

Section 5.2, Rest Periods, shall be amended as follows:

5.2 Rest Periods

- a. Members will normally be permitted to take up to two (15)-minute breaks during the work day (one approximately ~~2-hour~~halfway between starting work and the meal period after starting work and one approximately ~~halfway between the end of the meal period and the end of the shift~~two hours after a meal break). Members are subject to recall at any time during the break and the break may not be taken in conjunction with a meal period or at the beginning or end of the work day.

- b. Members will normally be entitled to a duty-free meal period of at least one-half hour approximately halfway through their shift (inclusive of approved paid time off). The meal break will begin and end at the member's "work site", which in this section is defined as the location the member is assigned to work on any given day. If no restrooms and handwashing amenities are available at the work site, the employees may go to the closest location with a public restroom and handwashing amenities to begin their meal break.

Section 5.3, Overtime Defined

Section 5.3, Overtime Defined, shall be amended as follows:

5.3 Overtime Defined:

- a. Overtime consists of hours worked in excess of the member's normal work day or normal work week, provided that in order to receive overtime compensation, the work must be required, authorized or approved by the unit member's immediate supervisor. Overtime hours shall ~~accrue in one quarter hour (fifteen (15) minute) increments, provided that eight (8) minutes or more equals one quarter hour for these purposes~~ be for actual time worked. For purposes of overtime computation, paid leave (i.e., vacation, sick leave, etc.) shall be considered hours worked. However, anyone receiving workers' compensation or SDI and is not able to work a full shift, is eligible to receive overtime based solely on "hours actually worked" (i.e., not for vacation or sick leave).

If a member answers a work-related phone call outside of their regular work schedule, they shall accrue overtime hours for actual time worked.

FLSA: If any overtime worked qualifies as overtime under the Fair Labor Standards Act, it is understood that the provisions of the Act shall control

Section 5.7. Standby Pay

Section 5.7, Standby Pay, shall be amended as follows:

5.7 Standby Pay:

~~Effective the pay period beginning September 18, 2021, t~~The City shall pay five hundred and twenty-five (\$525) dollars per week for ~~s~~Stand-by ~~p~~Pay to any member who is assigned to ~~S~~stand-by duty during the week. The City will fill ~~s~~Standby assignments with volunteers when possible.

The City shall provide a cell phone or a cell phone stipend to such ~~persons~~members. Members on Standby are required to answer the phone when called and must respond to their regularly assigned work location within thirty (30) minutes. However, if the supervisor determines that the work can be completed remotely (e.g., IT, Alarms, or Treatment Plant Maintenance), the member must begin working within twenty (20) minutes.

A member shall code all time worked during a Standby assignment, consistent with MOU Section 5.3(a). When a member is called back to a work site and performs work in-person, they shall be entitled to the appropriate Call-Back minimums under MOU Section 5.8. In the case of a member on a Standby assignment the call back minimums under section 5.8 shall begin at the time the member receives a call requiring them to perform work in-person and shall end once the work is completed at the work site.

The ~~s~~Standby assignment will be reassigned if the assigned member is off duty due to their own illness or injury during their regular shift immediately preceding a standby assignment. The assignment will revert to the original assigned individual as soon as the member is no longer on sick leave. [For example, if Member A is assigned to ~~s~~Standby and is off on sick leave on Monday, the ~~s~~Standby assignment will be reassigned to Member B for Monday. If the Member A returns to work for his or her regular shift on Tuesday, they will be on ~~s~~Standby for Tuesday.]

Standby pay shall be pro-rated to a daily rate of seventy-five dollars (\$75) when the unit member assigned does not remain on standby for a full 7-day week or if a department has implemented daily standby assignments.

As of the effective date of this MOU, the following divisions are subject to standby:

- Electrical Division
- IT Division
- Parks Division
- Streets Division
- Water Division

Section 5.8. Call-Back and Minimum Overtime Pay - Non-Dispatch Personnel

Section 5.8, Call-Back and Minimum Overtime Pay - Non-Dispatch Personnel, shall be amended as follows:

5.8 Call-Back and Minimum Overtime Pay - Non-Dispatch Personnel:

Call-Back is when the member is called back to a work site and performs work in person. Travel time to the work site is not compensable. Call-Back Pay shall begin when the member arrives at the work site where the service call is occurring or the location they regularly report to work (i.e. Corp Yard), unless the member is receiving Call-Back Pay while on Standby consistent with Section 5.7.

- (a) During the member's assigned work week, members shall be guaranteed a minimum of two (2) hours for work performed if the actual hours worked are not contiguous to any other period in which the member actually worked.
- (b) During the member's normal days off, or on any day when the member is on paid leave status, members shall be guaranteed a minimum of three (3) hours for work performed if the actual hours worked are not contiguous to any other period in which the member actually worked.
- (c) Members who are called back to work on a holiday beginning eight (8) hours following the member's last scheduled work hours and ending eight (8) hours prior to the member's first scheduled work hours, shall be guaranteed a minimum of three (3) hours.
- (d) If the member is called back again during the two (2) or three (3) hour minimum guarantee period, credit will be given for the time elapsed between calls and a new minimum credit period will begin, provided that in no case shall call-back credit exceed the number of hours existent in any one off-duty or stand-by period.

EXAMPLES

- For the two (2) hour minimum guaranteed period – Member is called back at 8:00 a.m. and completes work by 8:30 a.m.. Member is later called back a second time at 9:00 a.m. and completes work by 9:30 a.m.. Member would get paid beginning at 8:00 a.m. for one (1) hour, and at 9:00 a.m. would begin a new two (2) hour minimum, for a total of three (3) hours paid during this call back period.
- For the three (3) hour minimum guaranteed period – Member is called back at 8:00 a.m. and completes work by 9:00 a.m.. Member is called back a second time at 10:00 a.m. and completes work by 11:00 a.m.. Member would get paid beginning at 8:00 a.m. for two (2) hours, and at 10:00 a.m. would begin a new three (3) hour minimum, for a total of five (5) hours paid during this call back period.

Section 5.13. Maximum Working Hours and Time Off Between Shifts

Section 5.13, Maximum Working Hours and Time Off Between Shifts, shall be amended as follows:

5.13 Maximum Working Hours and Time Off Between Shifts

- a. No member shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis.
- b. Members having worked twelve (12) consecutive hours or more must be allowed a minimum of eight (8) consecutive hours off, with no deduction from the member's leave balances, before an additional work assignment.
- b. _____
- c. Time Off Based on Unscheduled Overtime. Members shall be granted a paid rest period for unscheduled overtime (OT) as follows without affecting their normal pay:
 - 1. Qualification for a paid rest period under this provision is based on actual hours worked and not on minimum call back hours recorded as OT.
 - 1.2. _____ If OT worked is 4 hours or more and ends within 8 hours of the start time for the next regular shift, member returns to regular shift 8 hours after work assignment ends. Members will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied. If return time is within 3 hours of the end of the regular shift, member does not return to next regular shift.
 - 2.3. _____ OT that starts within 4 hours of the start of the regular shift shall be held over and shall report to work for regular shift and will be released after a total of 10 hours is worked (OT plus regular hours).
 - 3.4. _____ Members who would otherwise be released from work under this provision may be held over or called back in to work during the normal shift hours to respond to an immediate or emergency situation. If this occurs, hours worked during the "fatigue time" period will be paid at time and one-half.
 - 4.5. _____ Call out (overtime hours) that crosses over into the member's regularly scheduled shift shall terminate at the start of the regular shift. Regularly scheduled hours are compensated at the regular rate of pay, not the overtime rate.

~~Qualification for a paid rest period under this provision is based on actual hours worked and not on minimum call back hours recorded as OT.~~

~~Members will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied.~~

EXAMPLES

- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 9 p.m. and works until 2 a.m. Member is released from work until 10 a.m. (8 hours). ~~[5.12.c.1]~~
- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 7 p.m. and works until 11 p.m. Member will return to work at the beginning of their regular shift.
- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 11 p.m. and works until 5 a.m. Member is released from work until 1 p.m. (8 hours). However, because there are fewer than 3 hours left in member's regular shift, they need not return to work. ~~[5.12.c.1]~~
- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 4 a.m. Member will continue working at the start of his or her shift and will be released from work at 2 pm. (after 10 hours). ~~[5.12.c.2]~~

—Section 5.13 does not apply to Public Safety Dispatch Supervisor, Public Safety Dispatcher I/II, Public Safety Dispatch Call Taker, or Water Treatment Operators classifications.

Section 6. Shifts and Shift Differential Pay

Section 6.2, Rates of Differential Pay, shall be amended as follows:

6.2 Rates of Differential Pay:

Differential Pay shall be calculated as a dollar amount. Differential pay shall be converted to an hourly rate, rounded to two decimal places, and calculated as follows: $\text{monthly base salary} \times \text{shift differential \%} \times 12 \text{ months} \div 2080 = \text{shift differential hourly rate}$.

Members working Swing Shift as defined in 6.1 above, shall receive a differential of 3.0%.

Members working Grave Shift as defined in 6.1 above shall receive a differential of 6.0%.

Shift differential will be paid on an hour-for-hour basis within each pay period.

Employees working in the 24/7/365 classifications identified below, who are regularly assigned to the Day Shift and during such shift are required to remain on-duty to work overtime that begins within the hours qualifying for either Swing Shift or Grave Shift, shall receive shift differential pay on an hour-by-hour basis. Such shift differential pay shall start at the end of the employee's regularly assigned Day Shift hours. Shift differential hours shall not exceed 80.00 hours in a pay period.

- Water Treatment Operator Trainee
- Water Treatment Operator
- Advanced Water Treatment Operator
- Senior Water Treatment Operator
- Public Safety Dispatch Call Taker
- Public Safety Dispatcher I/II
- Public Safety Dispatch Supervisor
- Community Services Officer I/II

Section 7. Acting Pay

Section 7.1, Acting Pay, and 7.2, Out-of-Class Pay, shall be amended as follows:

Section 7. Acting Pay & Out-of-Class Pay**7.1 Acting Pay:**

A member temporarily assigned for two (2) weeks or longer 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 Acting Pay. A member must meet the ~~minimum~~ qualifications of the higher classification and will be assigned in writing by their supervisor.

(a) Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and 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) ~~An Acting Pay~~ assignments shall be limited to a term of six (6) months unless an extension is approved by the City Manager or designee. Acting 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 Acting Pay as Temporary Upgrade Pay, which is compensation earnable to members who are required by the City to work in an upgraded position/classification of limited duration.

7.2 Out-of-Class Pay:

A member who ~~either (1)~~ is temporarily assigned to perform additional duties outside the scope of the job-classification specification of the member's regular classification, in addition to the member's regular job duties ~~(non-pensionable), or (2) is temporarily assigned to perform the full range of duties of a higher classification for at least two weeks or longer due to the vacancy or temporary absence of the member regularly employed in the higher classification but who does not meet the minimum qualifications of the higher classification will~~ shall receive Out-of-Class Pay. A member will be assigned in writing by their supervisor.

(a) Out-of-Class Pay shall be paid at a rate at least five percent (5%) above the member's base salary. An Out-of-Class assignment for two weeks or longer must be approved in writing in advance by the City Manager or designee.

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

(c) Out-of-Class Pay assignments are not pensionable.

7.3 A member not so assigned but contending that they were assigned in a manner other than that described above or are performing a major portion of duties of a higher classification within the classified service may file a request with the Human Resources Director for Acting Pay or Out-of-Class Pay.

7.4 Merit increases in salary that occur, as provided in Section 3.8, while a member is assigned Acting Pay or Out-of-Class Pay shall be applied to the members base salary in their base classification. When a member in an Acting or Out-of-Class Pay assignment is promoted, the salary increase shall be calculated from base salary from the position the member is promoted from, in accordance with Section 3.10., 7.1 and 7.2.

~~7.5 For classic (non-PEPRA) members, the City will report Acting Pay and Out-of-Class Pay (when performing the full range of duties of a higher classification) as Temporary Upgrade Pay, which is compensation earnable to members who are required by the City to work in an upgraded position/classification of limited duration to the extent permitted by law. The parties understand that CalPERS makes the final determination regarding compensation earnable for each employee upon retirement.~~

Section 13. Deferred Compensation

Section 13.1 and 13.2, shall be amended as follows:

- 13.1 A Deferred Compensation Plan is available to all members of NCEA-SEIU, Local 1021. If a 401K(a) Plan and Administrator are agreed upon by the City, at the City's option, the 401K(a) Plan will additionally be offered to all members of NCEA-SEIU, Local 1021.
- 13.2 The City shall contribute fifty—eighty-three dollars and thirty-three cents (~~\$50.00~~83.33) per month for each member to a City-provided deferred compensation account of the member's choice.

Section 14. Vacation

A new Section 14.3, shall be created as follows:

14.1 Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>	<u>Hours per Pay Period</u>
0-4	104.00	4
5-9	138	5.3077
10-12	155	5.9231
13-16	172	6.6154
17-19	189	7.2692
20+	206	7.9231

Accrual hours will be proportionally applied for work schedules other than forty (40) hours a week.

14.2 Vacation Accrual Cap

- a) The maximum annual carryover of accrued vacation will be three hundred (300) hours (as of the last day of the pay period containing December 31 of each year).
 - 1. Members may accrue more than three hundred (300) hours of vacation during the year, but vacation hours in excess of 300 (“excess hours”) are not vested and may not be carried over into subsequent years.
 - 2. During the month of December, members will have the opportunity to donate any excess hours to the City’s catastrophic leave bank.
 - 3. Except as provided in 14.2(b), below, all members with excess hours as of the last day of the pay period containing December 31 will have their accruals adjusted to 300 hours.
- b) The City Manager may approve an additional forty (40) hours of accrual for special purposes.
- c) The City will send out notices in October of each year to all supervisors directing them to discuss with members, vacation balances which have the potential for exceeding the maximum annual carryover at the end of the year. Failure by supervisors to discuss the annual vacation cap with members shall not nullify the annual carry-over cap of 300 hours.

14.3 Vacation Leave during probation period is not allowed, unless pre-approved prior to a member’s first day of employment and included in their offer letter.

Section 15. Holidays

Section 15.1, shall be amended as follows:

15.1 The recognized holidays for all members except members in the Scale House Attendant, Senior Scale House Attendant, and Scale House Supervisor classifications shall be:

- | | |
|----------------------------------|--|
| New Year's Day | Veterans' Day |
| Martin Luther King Jr's Birthday | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Cesar Chavez Day | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Independence Day | Floating Holidays (2) |
| Labor Day | <i>(One in lieu of birthday; one in honor of Juneteenth)</i> |
| Indigenous Peoples' Day | |

Each Holiday (including floating holidays) shall have a value of 8-hours, regardless of an employee's schedule.

Holidays for all members except those in the Scale House Attendant classification, the Water Treatment Facility Operator and the Public Safety Dispatcher Series shall be observed with the following provisions:

1. When a holiday falls on Sunday, the following Monday shall be observed.
2. When a holiday falls on Saturday, the preceding Friday shall be observed.
3. Except for members in the Scale House Attendant classification and the Community Service Officer, Water Treatment Facility Operator and Public Safety Dispatcher Series, when a member's regular day off falls on the regular day granted as a holiday, the day shall be converted to a floating holiday and scheduled pursuant to Section 15.4 below.
4. Floating Holidays shall be used in full-hour increments and shall be scheduled by mutual agreement between the member and the Department Manager. The Floating Holidays must be used as time off with pay, and members will not be granted additional pay in lieu of time off, except as provided below. Floating Holidays may not be carried over into a succeeding calendar year.
5. Floating Holiday will be available for use during the first full pay period in the calendar year.
6. In order to receive Holiday Pay, an employee must be in a paid status before and after the holiday.

Section 16. Sick Leave

Section 16.7, shall be created follows:

16.7 Use of Sick Leave during paternity leave will be covered under the City's Family and Medical Care Leave Administrative Regulation.

Section 17. Bereavement Leave

Section 17, Bereavement Leave, shall be amended as follows:

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 five (5) regularly scheduled work days. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave. The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.

For the purpose of this provision, the immediate family shall mean father, mother, brother, sister, spouse, registered domestic partner, child, parent of ~~minor~~ employee's child, reproductive loss, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, ~~and stepchildren where there is a child-rearing relationship, and other relatives where the employee has served "in loco parentis".~~ 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 21. Allowances

Section 21.1(b), shall be amended as follows:

b) **Pants Allowance**

~~For the term of this MOU, m~~Members working in the following job classifications are required to wear work pants and will receive a maximum of \$200/year allowance (cash) for the purchase of work pants. The pants allowance will be paid annually during the pay period that contains July 1st. Newly hired employees will receive a prorated amount based on hire date (for example, an employee hired on January 1 would receive 50% of the allowance (\$100). Any changes in classification titles during the period of this MOU shall not prevent the member from receiving the allowance provided in this subsection.

Advanced Water Treatment Operator
 Building Inspector I
Building Inspector II
 Concrete Finisher
 Construction Inspector I
 Construction Inspector II
~~Control Systems Analyst~~
 Custodian
 Electrical Supervisor
 Electrician I
 Electrician II
 Electrician III
Engineering Aide
~~Only when assigned to: Utilities (Field-based assignments)~~
~~Public Works (Operations Division)~~
Engineering Assistant
~~Only when assigned to: Utilities (Field-based assignments)~~
~~Public Works (Operations Division)~~
 Heavy Equipment Operator
~~Laboratory Analyst~~
 Maintenance Craftworker
 Maintenance Laborer
 Park Maintenance Worker I
 Park Maintenance Worker II
 Park Maintenance Worker III
Park Ranger
 Parks, Trees, and Facility Supervisor
 Scale House Attendant
Scale House Supervisor
 Senior Building Inspector

Senior Construction Inspector
Senior Engineering Aide
~~Only when assigned to:~~
~~Utilities (Field-based assignments)~~
~~Public Works (Operations Division)~~
Senior Park Ranger
~~Senior Laboratory Analyst~~
 Senior Scale House Attendant
Senior Water Laboratory Analyst
 Senior Water Treatment Operator
 Street Field Supervisor
 Street Maintenance Worker I
 Street Maintenance Worker II
 Street Maintenance Worker III
 Supervising Water Service Worker
 Telecommunications ~~Specialist~~Supervisor
 Telecommunications Technician
 Utilities Inventory Specialist
 Utilities Program Compliance Coordinator
 Waste Prevention Specialist
 Water Conservation Specialist
~~Water Control Systems Analyst~~
 Water Distribution Equipment Operator
 Water Distribution Operator I
 Water Distribution Operator II
 Water Distribution Operator III
 Water Distribution Operator Lead
 Water Distribution Supervisor
Water Laboratory Analyst
~~Water Facilities Supervisor~~
~~Water Facility Worker I~~

~~Water Facility Worker II~~

~~Water Facility Worker III~~

~~Water Meter Specialist~~

Water Plant Maintenance Electrician

Water Plant Maintenance Mechanic I

Water Plant Maintenance Mechanic II

Water Plant Maintenance Mechanic Lead

Water Services Worker

~~Water System Specialist~~

Water Treatment Operator

Water Treatment Operator Trainee

Watershed & Facilities Maint. Worker

Section 21.3. Safety Attire

Section 21.3, shall be amended as follows:

21.3 Safety Attire:

- a) The City will provide Cal/OSHA compliant safety shirts or vests to members identified by the Human Resources Department.
- b) The City will provide an allowance of ~~two hundred fifty~~three hundred and fifty dollars (~~\$250~~\$350) for the purchase of safety toe footwear and inserts, or to resale/refurbish existing safety toe footwear to members identified by the Human Resources Department. The allowance will be provided annually ~~in March through a voucher system during the pay period that contains March 1st, using City approved vendor(s).~~ Newly hired members will receive ~~a pro-rated amount based on date of hire (for example, an employee hired on September 1 would receive 50% of the allowance (\$125))~~the full allowance of three hundred and fifty dollars (\$350) upon hire.
- c) City will replace safety attire, including safety toe footwear, which has been damaged through excessive wear and tear, prior to the next safety toe footwear allowance. Requests for safety toe footwear replacements ~~will~~shall be ~~submitted to~~made through the ~~employee's~~member's supervisor or manager, and the Human Resources Department. In order to be eligible for safety toe footwear replacement, the member must provide the purchase receipt as proof that the safety toe footwear was purchased since the last allowance. If the safety toe footwear replacement is approved, the member will receive the same amount from the purchase receipt.
- d) Members shall wear safety attire consistent with City Policy (e.g. the attire must be consistent with the policy and the member must wear it in a manner consistent with the policy).

NEW SECTION – Section 40. Part-time Extra-Help Employees

A new Section 40, Part-time Extra-Help Employees, shall be created as follows:

Section 40. Part-time Extra-Help Employees

40.1 Only the following MOU sections apply to Part-time Extra-Help members in classifications listed in Exhibit A:

- Section 1 – Recognition
- Section 2 – Term
- Section 3.1 – Salary and Classification Pay Plan
- Section 3.2 – Bilingual Specialty Pay
- Section 3.3 – Hazard Pay Differential
- Section 5.2 – Rest Periods
- Section 9 – Union Security
- Section 17 – Bereavement Leave
- Section 21.4 – Meal Allowance
- Section 23.3 – Use of City Facilities
- Section 23.5 – Discrimination Against Employees for Participating in Union Activities Prohibited
- Section 27 – ADA
- Section 28 – Prevention of Harassment, Discrimination and Retaliation
- Section 31 – Prior Agreements
- Section 32 – Separability of Provisions
- Section 33 – Employee Rights
- Section 34 – Management Rights
- Section 35 – No Strike, No Lockout
- Section 36 – Effective Date
- Section 37 – Labor Management Committee
- Section 38 – Contracting Services
- Section 39 – Reopener

40.2 The following sections will also apply only to Part-time Extra Help members in classifications listed in Exhibit A:

1) Certification Premium Pay

Members represented by this MOU shall not be assigned to drive vehicles requiring a Class A or Class B license. However, should any member represented by this MOU that has the requisite license be assigned to drive vehicles requiring a Class A or Class B license during an emergency, the member will be paid \$15.00 per pay period in which the member is assigned to drive said vehicles.

2) Hours & Overtime

a. Workweek

Standard workweek shall begin on Saturday at midnight and end on Friday at 11:59pm. The City will notify employees if they are assigned to a workweek other than the standard workweek.

b. Accrued Hours

The City shall maintain an accurate accounting of the number of hours worked by each part time member, both on a fiscal year basis and ongoing. Such hours shall be maintained for the purposes of merit step increases, and to track the total number of hours a member may have worked at any time during the fiscal year. The annual hours worked and the total hours worked shall be provided to members upon request of the member's supervisor and/or the designated "Timekeeper." The City will provide such accounting to the Union and/or the individual member upon request.

It is acknowledged that the "reset" date for the annual accrual of hours shall be July 1st of each year. Members and the Union may request a calculation of accrued hours at any time.

ii. Members will normally be entitled to an unpaid duty-free meal period of at least one half hour approximately halfway through their shift when the scheduled shift is at least six (6) hours. The meal break will begin and end at the member's "work site", which in this section is defined as the location the member is assigned to work on any given day.

A) A duty-free lunch period shall not be considered work time. However, the City may require members to remain on duty during the meal period, in which case the meal period will be considered work time.

B) Members in certain positions are normally scheduled to work through lunch (e.g., Dispatchers and Water Treatment Operators). Those members have schedules which account for working (paid) lunches.

iii. As a public employer, the City is not required to provide breaks or a duty-free meal period. However, such breaks will normally be provided where a supervisor or manager deems it operationally appropriate. Where SEIU, Local 1021 believes breaks are routinely or arbitrarily denied, SEIU, Local 1021 may request a meeting to discuss the reasons for the lack of breaks.

c. Overtime Defined

Depending on the work schedule, members will be eligible for overtime for all hours worked over forty in a workweek; provided, however, that members on approved alternate work schedules (including 9/80, 4/10 or other scheduled shifts) will not be eligible for overtime unless they work in excess of forty (40) hours in a

designated workweek. Entitlement to overtime shall be based on actual hours worked.

d. Call-Back Pay

Call-Back is when the member is called back to a work site and performs work in person. Travel time to the work location is not compensable, and the work time shall begin when the member arrives at the job site where the service call is occurring or the location they regularly report to work (i.e. Corp Yard).

During the member's assigned work week, members shall be guaranteed a minimum of two (2) hours when required to return to the work site after the end of their shift if the actual hours worked are not contiguous to any other period in which the member actually worked. Callback does not apply when a member is held over before leaving work.

3) Work Schedules

Employees have no fixed work schedule and may be scheduled as needed from week to week.

4) Inactive Employees

Any member on the payroll who has not worked in 2 consecutive pay periods will be removed from the City payroll system and will no longer be considered a City employee.

5) COPE Deductions

The City agrees to provide a payroll deduction for members to make a voluntary contribution to the Committee on Political Education (COPE).

6) Health and Welfare

Pursuant to the Affordable Care Act (Internal Revenue Code Section 4980H), the City shall make an affordable offer of coverage for health insurance to any member who works an average of 30 hours or more per week.

7) Retirement/PERS

No part-time employee shall be allowed to work in excess of 999 hours in a fiscal year without prior written approval by the City Manager. Members who work or have worked 1,000 hours in a fiscal year will be required to participate in PERS. Members will be enrolled in PERS beginning the first day of the next pay period immediately following the 1,000th hour worked. Membership benefits and terms shall be based on the current PERS benefits as defined in this MOU for Regular full-time employees.

8) Sick Leave Accrual and Use

Sick leave benefits are as follows:

- a. Each part-time employee shall be provided 40 hours every calendar year. Part-time employees are not to use sick leave until their 90th day of employment. The bank of hours will be available after the first full pay period of the calendar year.
- b. Each City employee shall be entitled to use paid sick leave for any purpose required by California Labor Code section 246.5(a), including: "diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member" or "for an employee who is a victim of domestic violence, sexual assault, or stalking" (as further defined by California Labor Code sections 230(c) and 230.1(a)).
- c. If an employee separates from the City and is rehired within the same calendar year, previously unused paid sick leave shall be reinstated.

9) Allowances

a. Safety Attire

Members shall wear safety attire provided by the City consistent with the City's Personal Protective Equipment Program Policy (e.g. the attire must be consistent with the policy and the member must wear it in a manner consistent with the policy).

b. Professional Development

Members shall have access to City-sponsored trainings (i.e. "NEOGOV Learn") as well as other City-offered coaching and professional development provided by the City.

c. License and Certifications

The City will pay for certification/license training classes approved by the Department Head or required by the City as a condition of employment or continued employment to obtain state certification or licensing in the field in which they are employed by the City. The City will provide members with time-off during normal working hours, to attend certification/license training classes approved by the Department Head.

10) SEIU, Local 1021 Business

a. Bulletin Board

SEIU, Local 1021, will be able to utilize existing NCEA-SEIU, Local 1021 Union Bulletin Boards for this bargaining unit.

11) Grievance Procedures

a. Definition

A grievance is any dispute which involves the interpretation application, or claimed violation of any provisions of this

Memorandum of Understanding, which actually affects one or more members. Grievances will be processed in accordance with the following procedure:

A grievance shall be filed by the member at STEP 1 of the procedure within twenty-one (21) calendar days from date the member reasonably should have learned of its occurrence. It is the intent of the parties to resolve such grievances at the earliest possible time and level of the Grievance Procedure.

b. Steps of the Grievance Procedure

STEP 1 - Informal Resolution

The Grievant shall first attempt to resolve the alleged grievance through discussion with their immediate supervisor. The immediate supervisor shall hold discussions and attempt to resolve the matter within seven (7) calendar days after presentation or introduction of the grievance.

STEP 2 - Formal Written Grievance

If the grievance is not settled during the informal conference and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within fourteen (14) calendar days after the informal conference. The written information shall include the specific grounds of the grievance, a listing of the provisions which are alleged to have been violated, a listing as to why the immediate supervisor's response is unacceptable, and a listing of specific actions requested by the grievant which will remedy the grievance.

The immediate supervisor shall communicate the decision to the grievant in writing within fourteen (14) calendar days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may elevate the grievance to the next level.

STEP 3 - Appeal to the Department Head/City Manager

If the grievant is not satisfied with the decision at Level 2, the grievant may, within fourteen (14) calendar days of the receipt of the decision at Level II appeal the decision to the department head. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

The department head shall communicate the decision to the grievant in writing within fourteen (14) calendar days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may elevate the grievance to the next level.

STEP 4 - State Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievant be scheduled for State Mediation.

State Mediation will be convened within ninety (90) calendar days of receipt of the timely request for mediation services. The mediator shall be selected by mutual agreement from the State Conciliation Service. The recommendation of the Mediator shall be advisory only. The Mediator shall not issue any public statement of fact or opinion on the matter in question. The Mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

12) Health and Safety

The City agrees to provide a safe workplace by complying with all applicable local, state and federal health and safety laws and regulations. The City shall provide safety training to SEIU, Local 1021 members covered by this agreement as required by law and as necessary for members to safely perform their job duties.

13) Retired Annuitants

Retired Annuitants shall be compensated in accordance with CalPERS rules, and as such will not be eligible for any compensation or benefits outside of their hourly pay rate.

Side Letter incorporation – Section 29. Disciplinary Process

In accordance with NCEA Side Letter No. 2 to Agreement No. C2023-566, Section 29 - Disciplinary Process, shall be amended as follows:

Section 29. Disciplinary Process

~~The parties agree to meet and develop agreed upon language regarding the employee disciplinary process. Parties agree to initiate these meetings by no later than September 30, 2022.~~

The disciplinary process for classified employees is governed by the City's Civil Service Rules, and outlined in Civil Service Rule 10 "Discipline, Separation, Appeals, and Hearing Procedures". In accordance with Civil Service Rule 10, forms of "disciplinary action" shall include formal written reprimand, reduction in rank or compensation, demotion, suspension, or dismissal. The respective causes, provisions, pre-disciplinary procedures, and appeal/hearing procedures are described in Civil Service Rule 10. A copy of the City's Civil Service Rule shall be available to all employees on the City's website.

Counseling memos or performance improvement plans are not considered disciplinary action.

An employee in the classified service may appeal a dismissal, suspension, demotion, or salary reduction by filing a grievance in accordance with Section 25.4 of this Memorandum of Understanding.

An employee may not both appeal under Rule 10 to the Civil Service Commission and file a grievance regarding the disciplinary action in accordance with Section 25.4 of this Memorandum of Understanding.

Side Letter incorporation – Section 3.11. Movement within Flexibly-Staffed Classifications

In accordance with NCEA Side Letter No. 3 to Agreement No. C2023-566, Section 3.11 - Movement within Flexibly-Staffed Classifications, shall be amended as follows:

Section 3.11 – ~~Salary upon advancement~~ Movement within Flexibly-Staffed Classifications

~~Salary upon advancement. Classes in a flexibly staffed series are those so defined by adopted class specifications. Advancement from one level of a flexibly staffed series to the next level of a series (e.g., from OAI to OAI1) will be enacted in conjunction with a performance evaluation which documents attainment of the requisite experience, knowledge, skills, and abilities. The requirements for advancement within a flexibly staffed series are those established by the adopted class specification. Upon such advancement, the City agrees to concurrently adjust the member's base salary by at least 5%; provided, however, that in no event shall a member's base salary exceed the top step of the new classification.~~

Classifications in a flexibly-staffed series are those so defined by adopted classification specifications. Movement from one level of a flexibly-staffed series to the next level of a flexibly-staffed series (e.g., from Office Assistant I to Office Assistant II), may occur when a position is authorized at the higher level, but filled at the lower level, and there is a Departmental need. At such time, upon the request of either the Department Director or the Member, incumbents may move to the higher level upon attainment of the required training, education, and/or experience, and has demonstrated proficiency in the Member's area of assignment.

The movement from one level of a flexibly-staffed series to the next level of a flexibly-staffed series (e.g., from Office Assistant I to Office Assistant II) will be enacted in conjunction with a performance evaluation which documents attainment of the requisite experience, knowledge, skills, and abilities. The requirements for movement within a flexibly staffed series are those established by the adopted class specification. Upon such movement, the City agrees to concurrently adjust the member's base salary by at least 5%; provided, however, that in no event shall a member's base salary exceed the top step of the higher classification.

In the event a Member request for movement to the higher-level classification is denied, the Department Director will provide the Member with a written response within thirty calendar days, which shall include the reasons for the denial and a list of the training, education, experience, and/or proficiencies which must be attained in order to move to the higher-level classification.

Contract Amendment incorporation – Section 3.11. Movement within Flexibly-Staffed Classifications

In accordance with NCEA Amendment No. 1 to Agreement No. C2023-566, Section 3.15 – Educational Incentive Program for Dispatchers, shall be created as follows:

Section 3.15 – Educational Incentive Program for Dispatchers.

Educational Incentive for Public Safety Dispatchers I/II/Supervisor: Upon successful completion of their probationary period, and submission of a written request to add this incentive pay with a copy of their Peace Officers Standards & Training (POST) Certificate, employees in the classifications covered by this Section shall receive Educational Incentive Pay as follows:

- a) Employees who possess a POST Intermediate Certificate shall be compensated an additional \$60 per pay period.
- b) Dispatchers who possess a POST Advanced Certificate shall be compensated an additional \$80 per pay period.
- c) Dispatchers who possess a POST Supervisory Certificate shall be compensated an additional \$120 per pay period.

These incentive pays are not cumulative (for example a Dispatch Supervisory who has POST Supervisory Certificate will receive \$120 per pay period total).

Effective Date. Following the Police Chief's approval, employees will be eligible to receive Educational Incentive Pay once POST has confirmed eligibility for the applicable certificate based upon the review and approval of the member's application to POST for certification. Certificate Pay will be retroactive to the first day of the pay period following eligibility for the certificate and submission of the Educational Incentive Program paperwork to Police Administration.

MOU Non-substantive language clean-up

21.5 Tuition Reimbursement & Job-Related Training

a) 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.


b) Job-Related Training – The City will pay for certification/license training classes approved by the Department Head and will provide members with time-off during normal working hours, to attend certification/license training classes approved by the Department Head.

21.6 Auto Allowances

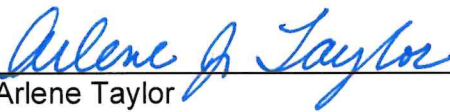
a. ~~Recreation Supervisors within the Parks and Recreation Department shall receive a monthly auto allowance in the amount of two-hundred dollars (\$200).~~ Recreation Coordinators within the Parks and Recreation Department shall receive a monthly auto allowance in the amount of one-hundred and twenty-five dollars (\$125).

23.6 NCEA-SEIU-1021 Membership Meetings

4. For employees whose regular work locations make it inconvenient to attend the meeting in person, the City will provide access to break rooms pursuant to Section 23.3 and will allow members to utilize audio visual equipment to participate in the meeting (e.g., Microsoft Teams~~Skype~~).



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MJ Tueros
Human Resources Manager
City of Napa



Terri Ritchie
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