

City of Napa and NCEA Negotiations | 2018

COMPREHENSIVE
TENTATIVE AGREEMENT

This Tentative Agreement (TA) is subject to Council adoption and NCEA-SEIU, Local 1021 ratification, and each party shall recommend adoption of this TA to their respective constituents. All City and NCEA-SEIU, Local 1021 proposals not specifically referred to herein are withdrawn by each party.

Section 2. Term

The term of this Memorandum of Understanding shall be January 1, ~~2019~~ 2016 through ~~June 30, 2021~~, December 31, 2018.

This Memorandum Of Understanding is intended to and shall supersede ~~supereede~~ the parties' previous Memorandum of Understanding (City Agreement No. ~~2016-083~~ 2014-169) dated ~~June 15, 2016~~, July 18, 2014.

Section 3. Compensation

- 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 2015, the survey universe included the following cities: American Canyon, Antioch, Concord, Fairfield, Marin County, Martinez, Napa County, Petaluma, Richmond, San Rafael, Santa Rosa, Vacaville, and Vallejo. The parties will meet and discuss survey agencies, parameters, and methodology no later than eight months prior to the expiration of the MOU. Any surveys performed by the parties will be informational only.~~

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 are in effect as of January 1, ~~2019~~, 2016 (which ~~incorporates a 2.92% increase from the base salaries last in effect in 2015~~). The City will implement additional 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:

- 2.75% effective the later of the pay period beginning February 23, 2019 or the first full pay period following adoption of the agreement.
- 4.0% effective the later of the pay period beginning March 21, 2020 or the first full pay period following adoption of the agreement.

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- 0.75% effective the later of the pay period beginning March 20, 2021 or the first full pay period following adoption of the agreement.

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 2015, the survey universe included the following cities: American Canyon, Antioch, Concord, Fairfield, Marin County, Martinez, Napa County, Petaluma, Richmond, San Rafael, Santa Rosa, Vacaville, and Vallejo. The parties will meet and discuss survey agencies, parameters, and methodology no later than eight months prior to the expiration of the MOU. Any surveys performed by the parties will be informational only. No later than September 15, 2020, the parties will meet and confer over the parameters for a compensation study to inform bargaining over a successor MOU. These parameters include the survey universe, elements of compensation, and appropriate benchmark classifications. The City will begin its survey no later than October 31, 2020 regardless of the meet and confer process. The City commits to providing a draft of its study to the Union no later than January 15, 2021. The Union may conduct its own study.

~~1/1/16 = 2.92%~~

~~January 1, 2017 = 3.08%~~

~~January 1, 2018 = 3.50%~~

~~Effective the second full pay period in January 2016, the salary schedule for public Safety Call-Taker, Public Safety Dispatcher I, Public Safety Dispatcher II, and Public Safety Dispatch Supervisor will be increased by 2.69%.~~

~~Effective the second full pay period in January 2016, the salary schedule for Water Treatment Facility Operator Trainee and Water Treatment Facility Operator will be increased by 1.15%.~~

[ADD NEW Section 18; re-number current section 18 to 19 (existing 19 is deleted)]

Section 18 Elective Paid Leave

1. Service Recognition Program

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- a. The first full pay period after the City Council adopts the MOU, the City will credit bargaining unit members with additional Elective Paid Leave based on their continuous years of service with the City. Employees must be in paid status on the date of City Council adoption to qualify for the additional Elective Paid Leave. Elective Paid Leave under this provision will be credited based on the following chart:

Employees who have completed at least 10 but no more than 14 continuous years of City Service	20 hours of Elective Paid Leave
Employees who have completed at least 15 but no more than 19 continuous years of City Service	40 hours of Elective Paid Leave
Employees who have completed at least 20 but no more than 24 continuous years of City Service	60 hours of Elective Paid Leave
Employees who have completed at least 25 continuous years of City Service	80 hours of Elective Paid Leave

- b. The first full pay period following December 31, 2019 and the first full pay period following December 31 each year thereafter, the City will credit bargaining unit members with additional Elective Paid Leave based on their continuous years of service with the City. Elective Paid Leave under this provision will be credited based on the following chart:

Employees who completed their 10 th year of continuous City Service in the twelve months preceding December 31	20 hours of Elective Paid Leave
Employees who completed their 15 th year of continuous City Service in the twelve months preceding December 31	40 hours of Elective Paid Leave
Employees who completed their 20 th year of continuous City Service in the twelve months preceding December 31	60 hours of Elective Paid Leave

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Employees who completed their 25 th year of continuous City Service in the twelve months preceding December 31	80 hours of Elective Paid Leave
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[Example: Employee A has a hire date of July 1, 2010. On the first full pay period following December 31, 2020, Employee A will receive 20 hours of elective paid leave.]

2. One-Time Bonus

- a. The City will credit each bargaining unit member in paid status the first full pay period after the City Council adopts the MOU with 30 hours of Elective Paid Leave.
- b. The City will credit each bargaining unit member in paid status on the first full pay period following January 1, 2021 with 10 hours of Elective Paid Leave.

3. Elective Paid Leave may be used in the same manner as other discretionary leave (e.g., vacation or floating holiday), including donation to the catastrophic leave program. However, Elective Paid Leave under this provision must be used or paid out within the calendar year in which it accrues. Employees may cash out accrued but unused Elective Paid Leave during the calendar year by providing Finance with the designated form. However, any remaining Elective Paid Leave hours shall be paid off in the last paycheck of the calendar year. Regardless of when paid, Elective Paid Leave will be paid out at the rate of \$25/hour.

Outstanding Issues

- Certification Pay – to be negotiated separately

Includes all existing Tentative Agreements

- NEW Catastrophic Leave Policy (10/25/18)
- New PIP-(Union Rep) (11/8/18)
- NEW Recruitment Process (12/13/18)
- Sec. 3 Compensation (Cleanup Only) (9/20/18)
- Sec. 3.8 Compensation (Cleanup) (9/25/18)
- Sec. 4 Probationary Period (9/20/18)
- Sec. 5.0 Hours and OT (11/13/18)
- Sec. 5.5 Hours and OT (Cleanup Only) (9/20/18)
- Sec. 7 Acting Pay (11/1/18)
- Sec. 8 “Without Pay” Practices (9/25/18)

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- Sec. 9 Union Security (11/13/18)
- Sec. 10 Health and Welfare (Cleanup Only) (9/20/18)
- Sec. 11 Workers Comp Supplement (9/25/18)
- Sec. 12 Retirement (Cleanup Only) (9/20/18)
- Sec. 14 Vacation (9/25/18 & 12/13/18)
- Sec. 15 Holidays (10/25/18)
- Sec 15.2 Holidays Cleanup (11/8/18)
- Sec. 16 Sick Leave (9/25/18)
- Sec. 19 Incentive Program (9/20/18)
- Sec. 21 Allowances (11/15/18)
- Sec. 22 Union Business (12/6/18)
- Sec. 23 Grievance Procedure (12/13/18)

All proposals not specifically referenced herein are withdrawn

DATE: January 17, 2019

For NCEA


Amanda Steiner, SEIU Field Representative


Terri Ritchie, NCEA President

For City:

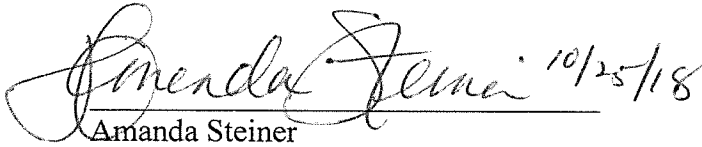

Charles Sakai, Sloan Sakai


Desiree Brun, Deputy City Manager

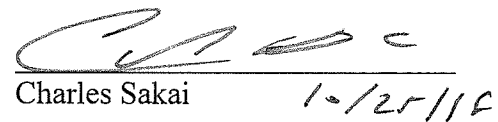
TENTATIVE AGREEMENTCatastrophic Leave Policy

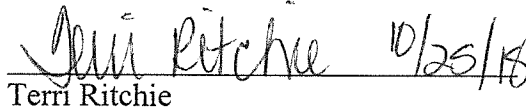
City agrees to propose an amendment to the City's Catastrophic Leave Policy which would expand eligibility to include Recipients who have been displaced from their primary residence where the proximate cause of the displacement is a natural disaster over which the State of federal government has declared a state of emergency.

For NCEA

 10/25/18
Amanda Steiner

For City:

 10/25/18
Charles Sakai

 10/25/18
Terri Ritchie

Performance Improvement Plans

City Proposal

November 8, 2018

New. Performance Improvement Plan

The City may implement a Performance Improvement Plan (PIP) whenever necessary to provide guidance and set expectations for an employee. A PIP is not discipline and the initial PIP document will normally not include a reference to potential discipline. However, a PIP does demonstrate notice to the employee and may be used to support discipline if the employee's performance does not improve.

Union:

Omenda Steiner 11/8/18

Julie Ritchie 11/8/18

Employer:

[Signature] 11/8/18

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SIDE LETTER AGREEMENT

The City is in the process of revising and modernizing its Civil Service Rules, including rules involving the recruitment and appeals processes. NCEA will be a part of the subcommittee to assist in the development and adoption of new Civil Service Rules. The City will meet and confer with NCEA over any changes to the rules affecting matters within the scope of representation.

For NCEA

Amanda Steiner 12/13/18
Amanda Steiner

Terri Ritchie 12/13/18
Terri Ritchie

For City:

Charles Sakai 12/13/18
Charles Sakai

TENTATIVE AGREEMENT

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.

For NCEA

Amanda Steiner 10/25/18
Amanda Steiner

Terri Ritchie 10/25/18
Terri Ritchie

For City:

Charles Sakai 10/25/18
Charles Sakai

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Cleanup – Section 3

City Proposal

September 13, 2018

Section 3. Compensation

- 3.3 Hazard Pay Differential. The City agrees to pay a Hazard Pay Differential to the following classifications:

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

Hazard Pay will be effective the beginning of the pay period following assignment to the tree crew.

- 3.4 Notary Specialty Pay. The City agrees to pay a Notary Specialty Pay of two percent (2%). The Notary Specialty must be an expressed need of the department by the Department Manager and any notary service provided shall be City-wide. **Notary Specialty Pay will be effective the beginning of the pay period following state certification and approval of the Department Manager.**
- 3.5 Emergency Medical Dispatch (EMD) Differential. Effective the pay period containing March 29, 2014, the 5% EMD differential ~~will be~~ was rolled into base pay for members in the Call Taker, Dispatcher I & II, and Dispatch Supervisor classifications.

- 3.12 Effective Dates of Personnel Transactions. Effective with implementation of the IFAS Human Resources/Payroll system, employment transactions which affect a member's pay or retirement contributions (such as hire date, merit increases, promotions, transfers, reclassifications, starting and ending specialty pays, and non-hourly acting assignments) shall be effective the beginning of the pay period in which the transaction occurs.

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 3, as outlined in the parties' initial lists of interests and issues.]

TA

CLD E

9/20/18

Stearns
Ritchie

Cleanup – Section 3.8

City Proposal

September 25, 2018


Section 3. Compensation

- 3.8 ~~Members hired prior to October 1, 1990 will continue to receive their performance evaluations and eligibility for consideration of a merit salary increase of up to seven percent (7%) of base salary on October 1 of each year, until they reach the top of their salary range, after which time such members will receive their performance evaluations on their anniversary date of employment with the City.~~

Members ~~hired on or after October 1, 1990~~, 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 ~~hired on or after October 1, 1990, as well as members who change positions for whatever reason~~, shall be reviewed for consideration of a merit pay increase within the salary range of up to seven percent (7%) of base salary 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 after 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 within the specified range of four percent (4%) of base salary. Such increases shall not exceed the amount necessary to bring the salary to the top of the range except as allowed herein.

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 3, as outlined in the parties’ initial lists of interests and issues.]

TA 9/25/18

Julie Ritchie

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Cleanup – Section 4.2

City Proposal

September 13, 2018

Section 4. Probationary Period

- 4.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the worker's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.
- 4.2 Pursuant to the City Charter, all original appointments shall be subject to a probationary period of six (6) months for unit members.

The Human Resources Director may, based upon the recommendation of the worker's supervisor, extend the probationary period for a period not to exceed six (6) months if:

- a) The worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level, or
 - b) The job is such that it requires a longer evaluation period. Employees in the classifications of Water Treatment Facility Operator, Police Officer Trainee, and Public Safety Dispatcher I, will normally have their probationary periods extended for an additional six (6) months (12 months total) because these positions require a longer evaluation period.
- 4.3 If a member's probationary period is extended due to the nature of the ~~positon~~ position (i.e., because the position is such that it requires longer evaluation period as described in Section 4.2 (b)), employees will be evaluated and considered for a step increase at six (6) months.
- 4.4 If a member is absent due to illness or injury for a period of two full workweeks or more during his or her probationary period, the period of absence will not count towards the completion of the employee's probationary period.

TA



9/12/18


A. Steiner
D. Ritchie

TENTATIVE AGREEMENTSection 5. Hours and Overtime5.1 Workweek.

- a. The City agrees to use 2080 as the standard annual number of work hours used in calculations for determining hourly rates of pay and any other calculations using annual work hours.
- b. Except as otherwise provided (e.g., alternative workweeks), the standard workweek shall begin on Saturday at midnight and end on Friday at 11:59 p.m.

5.2 Rest Periods.

- a. Members will normally be permitted to take up to two 15-minute breaks during the workday (one approximately 2 hours after starting work and one approximately 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 workday.
- 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.

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.

- Employees in certain positions are normally scheduled to work through lunch (e.g., Dispatchers and Water Treatment Operators). Those employees have schedules which account for working lunches.
 - Where a supervisor or manager determines that other members need to work through lunch, that time will be considered time worked. The supervisor or manager may release members early. If the supervisor or manager does not release employees early, members would be entitled to overtime for the additional time worked.
- c. 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 NCEA believes breaks are routinely or arbitrarily denied, NCEA may request a meeting to discuss the reasons for the lack of breaks.

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TENTATIVE AGREEMENT5.3 Overtime Defined:

a. MOU Overtime. 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~~ **half** hour ~~(fifteen (15) minute)~~ increments, provided that ~~sixteen (16)~~ **eight (8)** minutes or more equals one-~~quarter~~ **half** hour for these purposes. 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).

5.3

b. 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.

5.4 Overtime Computation: Each member entitled to overtime pay shall only receive an amount equal to one and one-half (1 1/2) times their regular rate of pay as defined by the Fair Labor Standards Act.

5.5 **Distribution of Overtime. Overtime will normally be worked by the employee assigned to the project creating overtime. However, in departments or divisions where overtime is regularly available and multiple employees are qualified to work the overtime, the department or division will normally establish a method for equitably assigning voluntary overtime. Within ninety (90) days of ratification of this MOU, the City will provide NCEA with copies of each department or division's procedure for assigning voluntary overtime. The City will provide NCEA with notice and an opportunity to meet and confer over any newly established methods for distributing overtime prior to implementation.**

5.6 Compensatory Time Off (CTO): In lieu of overtime payment, members shall have the option of accruing compensatory time off (CTO) at the rate of one and one-half (1 1/2) hours of compensatory time off for each one (1) hour of overtime worked, unless the overtime hours are accrued as a result of an emergency situation. The City may offer voluntary scheduled overtime assignments on a payment-only basis before allowing members the option of accruing CTO. Members shall not accrue more than one hundred (100) hours of CTO. Members who exceed the maximum hourly amount of CTO shall receive pay in the pay period in which the overage occurs for all hours that exceed the maximum.

Members may elect to receive pay for up to fifty percent (50%) of their CTO balance each June. The City will send out notices on or before May 1 of each year providing members with a form to exercise this option. Members who are interested in exercising this option under this section must return the completed form to the Finance Department

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on or before May 16. Payment shall be made in the pay period that contains June 1. CTO balances of less than five (5) hours shall not qualify for this cash-out provision.

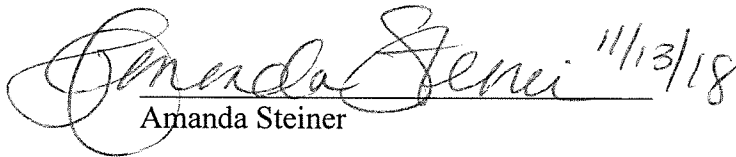
~~Effective Calendar Year 2016, there~~ There shall be no carryover of CTO, and all CTO balances will be automatically cashed out in the last paycheck of ~~December each the~~ calendar year.

Employees may elect to increase their deferred compensation contributions concurrent with the voluntary or mandatory cash out of CTO in a manner consistent with law and IRS Regulations. The City will notify members on or before May 1 and October 1 of the opportunity to increase their deferred compensation contributions.

CTOs shall be scheduled between the member and the member's Department consistent with operational needs and FLSA requirements, recognizing that CTO shall not be approved if the result will interfere with minimum staffing levels, provided that requests to use CTO shall not be unreasonably denied.

[NOTE: The Union has dropped its proposal on Standby Pay.]

For NCEA

 11/13/18
Amanda Steiner

 11/13/18
Terri Ritchie

For City:

 11/13/18
Charles Sakai

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TENTATIVE AGREEMENTSection 5. Hours and Overtime

- 5.5 Compensatory Time Off (CTO): In lieu of overtime payment, members shall have the option of accruing compensatory time off (CTO) at the rate of one and one-half (1 1/2) hours of compensatory time off for each one (1) hour of overtime worked, unless the overtime hours are accrued as a result of an emergency situation. The City may offer voluntary scheduled overtime assignments on a payment-only basis before allowing members the option of accruing CTO. Members shall not accrue more than one hundred (100) hours of CTO. Members who exceed the maximum hourly amount of CTO shall receive pay in the pay period in which the overage occurs for all hours that exceed the maximum.

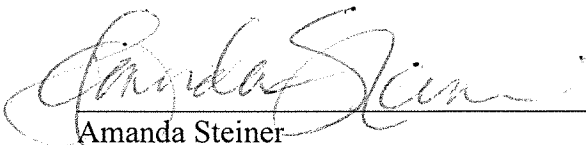
Members may elect to receive pay for up to fifty percent (50%) of their CTO balance each June. The City will send out notices on or before May 1 of each year providing members with a form to exercise this option. Members who are interested in exercising this option under this section must return the completed form to the Finance Department on or before May 16. Payment shall be made in the pay period that contains June 1. CTO balances of less than five (5) hours shall not qualify for this cash-out provision.

~~Effective Calendar Year 2016, there~~ There shall be no carryover of CTO, and all CTO balances will be automatically cashed out in the last paycheck of ~~December each the~~ calendar year.

Employees may elect to increase their deferred compensation contributions concurrent with the voluntary or mandatory cash out of CTO in a manner consistent with law and IRS Regulations. The City will notify members on or before May 1 and October 1 of the opportunity to increase their deferred compensation contributions.

CTOs shall be scheduled between the member and the member's Department consistent with operational needs and FLSA requirements, recognizing that CTO shall not be approved if the result will interfere with minimum staffing levels, provided that requests to use CTO shall not be unreasonably denied.

For NCEA

9/20/18

 Amanda Steiner


 Terri Ritchie

For City:


 Charles Sakai 9/20/18

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 5, as outlined in the parties' initial lists of interests and issues.]

TENTATIVE AGREEMENTSection 7. Acting 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 his or her supervisor.

- (a) Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from the first hour of the acting assignment at a rate equal to the first step in the salary range for the higher level position which is at least five percent (5%) above the member's base salary provided, however, that in no event shall the salary paid to a member exceed the top step of the higher classification.

- (b) An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee. Acting assignments to a vacant position are limited to 960 hours in a fiscal year.

- 7.2 Out-of-Class Pay. A member who either (1) is temporarily assigned to perform additional duties outside the scope of the job 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 receive Out-of-Class pay 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. Out-of-Class assignments to a vacant position are limited to 960 hours in a fiscal year.

- 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. and 7.1 and 7.2.

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- 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) is defined 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.

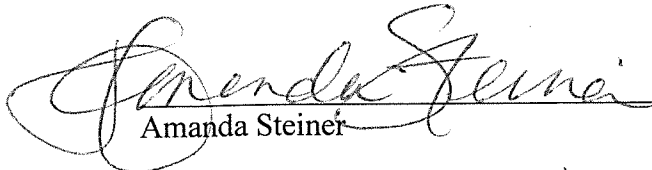
[Members in the Public Safety Dispatcher classification who are assigned a trainee will be paid DTO pay and will no longer be paid out-of-class pay. However, Public Safety Dispatchers working out of class as Public Safety Dispatch Supervisors will continue to receive hour-for-hour out-of-class pay.]


Add the following to Section 3 (and re-number following):

- 3.6 Members in the Public Safety Dispatcher Series who are assigned a trainee shall receive Dispatch Training Officer (DTO) Pay of five percent (5%) during hours when the trainee is assigned.

For NCEA

11/1/18


Amanda Steiner


Terri Ritchie

For City:


Charles Sakai

11/1/18

TENTATIVE AGREEMENT**Section 8. "Without Pay" Practices**

The "Without Pay" policy for all members shall be as follows:

- 8.1 A leave of absence without pay may be granted by the City Manager upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable.
- 8.2 **Members on a leave of absence without pay do not accrue time towards their next merit increase.** No employee benefits are accrued while on "without pay" status; but, when a member resumes work, their employee benefits (i.e. the City cost of providing health and welfare, insurances, vacation, sick leave, holidays, etc.) shall accrue, and, if resuming work on a part time basis, shall be prorated on an hour-for-hour basis.

For NCEA

9/25/18


Amanda Steiner


Terri Ritchie

For City:


Charles Sakai 9/25/18

TENTATIVE AGREEMENT**Sec. 9. Union Security****9.1. Deductions and Authorizations:**

~~The City agrees to continue to provide a combined deduction for NCEA and SEIU, Local 1021 regular dues and premiums for NCEA or SEIU, Local 1021 sponsored insurance from the salary of each member who shall have authorized such deduction in writing. It is understood and agreed by both the City and NCEA-SEIU, Local 1021 that the City accepts responsibility for maintaining such written, signed authorizations on file at all times, and that NCEA-SEIU, Local 1021 has the right to review all authorizations on file at any time.~~

A member may at any time execute a payroll deduction authorization form or forms as furnished by NCEA SEIU, Local 1021. The City will continue to provide a combined deduction for SEIU, Local 1021 and NCEA.

9.2 NCEA SEIU, Local 1021 will be the custodian of records for such deduction authorization and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. NCEA SEIU, Local 1021 shall not be required to provide the City a copy of the member's authorization unless a dispute arises about the existence or terms of the authorization. However, NCEA SEIU, Local 1021 will provide the City with a certification document for each member with sufficient information to allow the City to identify the appropriate level of deductions, including the timing (monthly versus biweekly) of deductions.

Flat rate deductions will be made on a monthly basis and percentage-based deductions shall be made on a bi-weekly basis. The City will continue to deduct SEIU, Local 1021 and NCEA dues separately. Such deductions shall be remitted to NCEA-SEIU, Local 1021 monthly.

9.3 The City shall begin deductions in the amount prescribed by NCEA SEIU, Local 1021 in the first full payroll period after receipt of written certification of authorization from NCEA SEIU Local 1021. The employer shall transmit such payments to NCEA SEIU, Local 1021 through electronic payment (ACH) no later than thirty (30) days after the deduction from the member's earnings occurs.

9.4 Deductions may be revoked only pursuant to the terms of the member's written authorization. The City shall direct member requests to cancel or change deductions to NCEA SEIU Local 1021 and shall rely on information provided by NCEA SEIU Local 1021 regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by NCEA-SEIU, Local 1021.

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

9.2 ~~Agency Fee Deduction Process:~~ Upon the effective date of this MOU, the City agrees to an Agency Fee provision, in accordance with State and Federal law, with automatic dues and agency fees deduction.

- ~~1. During the term of this MOU, every member in the representation unit covered by the Memorandum of Understanding (including any classifications, employees, or representation units added to the bargaining unit during the term of this MOU), with the exception of those persons who were non-members as of December 31, 1996, shall remain a member in good standing of NCEA SEIU, Local 1021; or, pay to NCEA SEIU, Local 1021 a monthly agency fee not greater than the amount chargeable to non-members for representation and bargaining services; 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 employee organizations, pay a sum equal to agency fees to one of the following organizations; (1) Napa-Solano United Way, (2) NEWS (Napa Emergency Women's Shelter), (3) or the Napa Food Bank.~~
- ~~2. Newly hired members shall comply with one of these requirements within fourteen (14) calendar days of starting employment with the City. The new hire list will be transmitted to the SEIU, Local 1021 office and the NCEA SEIU, Local 1021 Field Representative with the notation of the new member's classification and department, along with the transmittal of the monthly NCEA SEIU, Local 1021 dues. NCEA SEIU, Local 1021 will provide information (including text, audio, or video) for distribution to new employees to the City in an electronic format indicated by the City. The City will distribute the complete information from NCEA SEIU, Local 1021 as part of new employee onboarding. The City will notify the NCEA SEIU, Local 1021 Field Representative when new members have been oriented and NCEA SEIU, Local 1021 may set up a meeting with those individuals to provide further explanation of the materials.~~
- ~~3. The deductions in this Section 9 shall not apply during any period where a member is in an unpaid status, or does not have enough earnings to pay the dues or fees.~~
- ~~4. This Agency Shop provision shall not apply to management, supervisory or confidential employees.~~

9.3 ~~Involuntary Agency Fee Deductions:~~ Pursuant to Section 9.2 hereof, the City shall deduct an agency fee from the salary of each bargaining unit member who NCEA SEIU, Local 1021 advises the City in writing has not authorized a dues deduction or agency fee deduction in writing. NCEA SEIU, Local 1021 represents that it has consulted with knowledgeable legal counsel and has developed a plan that it certifies satisfies all constitutional and statutory requirements. Annually, NCEA SEIU, Local

TENTATIVE AGREEMENT

~~1021 will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. NCEA SEIU, Local 1021 will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker not chosen by NCEA SEIU, Local 1021, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.~~

~~9.4 COPE Deductions. The City agrees to continue to provide a payroll deduction for members to make a voluntary contribution to the Committee on Political Education (COPE).~~

9.5 Orientation Process: The City Utilizes an online onboarding process followed by an in-person Employment Eligibility Verification process. The City recognizes the importance of NCEA SEIU, Local 1021's role in this process and the parties have agreed to the following:

- a. A video presentation provided by NCEA SEIU, Local 1021 will be made available to new members prior to their first day of work as part of the City's online onboarding process. New members will be expected to review the video prior to their first day of work.
- b. As part of each new member's in-person on-boarding, NCEA SEIU, Local 1021 will be permitted one-half (1/2) hour to meet with each member or group of members in person. City representatives will not be present for NCEA SEIU, Local 1021 orientation session. Members will participate without loss of compensation.
- c. NCEA SEIU, Local 1021 designee(s), including, but not limited to, NCEA SEIU, Local 1021 representative, officers, stewards, and members, shall conduct the sessions covered under this agreement. City members who conduct the orientation session will do so without loss of compensation.
- d. The City shall notify NCEA SEIU, Local 1021 at least ten (10) days prior to an on-boarding meeting. However, if an on-boarding meeting date is scheduled less than ten (10) days in advance, the City will notify NCEA SEIU, Local 1021 the same business day it notifies the new members of the on-boarding meeting. The City will provide NCEA-SEIU, Local 1021 with a list of new members scheduled to attend the meeting least forty-eight (48) hours in advance of an on-boarding meeting.
- e. In the event NCEA-SEIU, Local 1021 is unable to send a representative to an on-boarding meeting, the City will work with NCEA-SEIU, Local 1021 to schedule a make-up session, either at the next on-boarding meeting or at another mutually agreeable time. Wherever possible, the make-up session will occur within thirty (30) days of the original on-boarding meeting.

City of Napa and NCEA Negotiations | 2018


TENTATIVE AGREEMENT9.6 Lists

- a. Within ten (10) days of the end of each calendar month, and to the extent that such information is in the City's possession, the City shall provide NCEA SEIU, Local 1021 with electronic notification in malleable electronic format of the following information: name, job title, hire date, department, work division, work and personal phone numbers, home address, and work e-mail addresses of all bargaining unit members. When the City updates its Payroll or HRIS System, the Parties will meet to update the fields in the monthly report.
- b. The City will provide NCEA-SEIU, Local 1021 with an electronic copy of the City of Napa Staff Directory each time it is updated (quarterly).

- 9.7 **Indemnification, Defense and Hold Harmless:** Consistent with state law, NCEA SEIU Local 1021 shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on NCEA SEIU Local 1021's certification regarding a dues deduction authorization and (2) any claims made by a member for deductions made in reliance on information provided by NCEA SEIU Local 1021 regarding changes or cancellations to the deduction authorization. NCEA-SEIU, Local 1021 agrees to indemnify, defend and hold the City harmless against any and all elaims, suits, orders, judgments, costs or attorney's fees brought or issued against the City as a result of the action taken or not taken by the City under the provisions of this Agency Shop agreement.

For NCEA

 11/13/18
Amanda Steiner

 11/13/18
Terri Ritchie

For City:

 11/13/18
Charles Sakai

City of Napa and NCEA Negotiations | 2018

Cleanup – Section 10

City Proposal

September 13, 2018

Section 10. Health and Welfare

10.2 The City's monthly contribution to dental insurance premiums will be as follows:

Employee only	\$53 \$52.85
Employee plus one	\$90 \$89.86
Family	\$138 \$137.43

The City will continue to provide the plan known as "Delta Care" as an alternative dental plan. In the event that there are rate increases during the term of this MOU, members will contribute on a payroll deduction basis the amount of premium, if any, that exceeds the City's contribution.

...

10.8 The City will continue to provide, in lieu of coverage under a health plan provided by the City, a member who provides proof of coverage comparable to that provided by the City through a spouse or other source an in-lieu payment of five hundred dollars (\$500.00). Such payment will be ~~either in cash or into the member's deferred compensation plan, at the member's option.~~ The member ~~must complete~~ may contribute an identical amount into their deferred compensation plan by completing a form provided by the City's Finance Department. Re-enrollment in a health plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider.

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 3, as outlined in the parties' initial lists of interests and issues.]

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CIDL

9/13/18

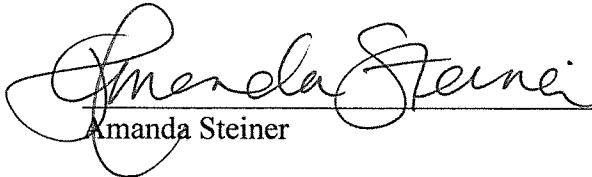
Blitchie


City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENTSection 11. Workers Compensation Supplement

The City shall provide Workers' Compensation supplement, so that each member shall receive up to sixty (60) calendar days (333 hours) at full salary and benefits when off work from a job-related injury (i.e., when it is medically determined that the employee is temporarily disabled, either on temporary total disability (TTD) or when the City cannot accommodate the employee's medical restrictions). A member may choose to integrate with temporary disability. If a member chooses not to integrate of exhausts all of his or her accrued leave, the member will be placed on leave without pay pursuant to Section 8.

For NCEA

9/25/18

Amanda Steiner


Terri Ritchie

For City:


Charles Sakai 9/25/18

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENTSection 12. Retirement

During the term of this Memorandum, the City shall provide the following benefits through the Public Employment Retirement System (PERS):

- 12.1 Members shall be entitled to convert unused accumulated sick leave to service credit under PERS Section 20965.
- 12.2 Non-job related disability benefits providing for thirty percent (30%) of final compensation upon five (5) years of service with an improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%), as provided for under Government Code Section 21298.
- 12.3 Military Service Credit: Military Service Credit refers to a maximum of four (4) years of service granted under this section. Entire cost (both employer and employee contributions) is the member's responsibility because the member's buy-back contribution is credited in its entirety to the member's account. This may be paid back on either a pre-tax or post-tax basis, at the member's discretion, per the City's current contract with PERS (amended 1996).
- 12.4 The City replaces the Basic Level of the 1959 Survivor Benefit to the 1959 Indexed level Survivor Benefit pursuant to Government Code Section 21574.5 (effective 9/25/01).

Based on State Law and prior negotiated Memoranda of Understanding, the following changes to retirement formulas have been enacted:

~~12.5 Effective December 1, 2003 the City will contract with PERS for the 2.5% @ 55 retirement benefit under Government Code Section 21354.4.~~

~~12.6~~

12.5 For Members hired on or before December 20, 2012, the City ~~will contract~~ has contracted with PERS for the 2.7% @ 55 retirement benefit under Government Code Section 21354.5. Members shall receive the single-highest year retirement benefit under Government Code Section 20024.2 for miscellaneous members.

~~12.7~~

12.6 For Members hired on or after December 21, 2012 who do not meet the definition of "new member" under Government Code Section 7522.04(f), the City ~~will contract~~ has contracted with PERS to provide the "two percent (2.0%) at age 60" retirement plan as specified in Government Code Section 21353, with a three-year average on final compensation as provided by Government Code Section 20037.

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 12, as outlined in the parties' initial lists of interests and issues.]

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

~~A “classic member” is defined as a member who was: a) a member of a public retirement system with less than a six-month break in service; or b) a member of a public retirement system with reciprocity; or c) a member of a public retirement system with a break in service of six months or more, and returns to active membership in the same retirement system with the same employer.~~

~~12.8~~

12.7 Eligible Members hired on or after January 1, 2013, and who meet the definition of “new member” under Government Code Section 7522.04(f), shall be covered by the PERS retirement plan two percent (2%) at sixty-two (62) formula for local miscellaneous employees. The member’s normal contribution rate towards this benefit shall be 50% of the normal cost. Final compensation shall be based on a three-year average.

A “new member” is defined as a member who was: a) not a member of a public retirement system prior to January 1, 2013; or b) a member of a public retirement system that is not subject to reciprocity; or c) a member of a public retirement system with a break in service of six-months or more, and returns to active membership in the same retirement system with a new employer.

12.9 The City shall deduct the member’s entire ~~normal~~ contribution ~~required by PERS~~ (including both the “Normal Contribution” and Cost Share) on a pre-tax basis pursuant to IRC section 414 (h)(2).

12.10 The following provisions define the agreement between the parties under which members will pay a portion of the City’s contribution towards PERS retirement benefits (“Cost Share”). (“Employer Contribution”). ~~The Employer Contribution is established annually by PERS and communicated to the City in October or November of the fiscal year prior to the effective date.~~

a) ~~The Members have agreed to share (50/50) the Employer Contribution as determined by PERS when the Employer contribution falls between thirteen percent (13%) and nineteen percent (19%) (“Employee Paid City Contribution”).~~

~~For example, if the Employer Contribution for 2014 is 24%, the member will pay 3.0% of the Employer Contribution through payroll deduction (3.0% = (19% - 13%)/2). If the Employer Contribution is 16% the member will pay 1.5% of the Employer Contribution through payroll deduction (1.5% = (16% - 13%)/2). This subsection will become ineffective once the PERS contract amendment in subsection (b) is completed. [NOTE: This provision extends the suspension of the additional 1.5% PERS contribution until the modification of the PERS contract.]~~

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 12, as outlined in the parties’ initial lists of interests and issues.]

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

~~In the event that the employees do not approve the PERS contract amendment, the percentage in this section will be modified and employees will pay the full 4.5% employee cost share effective July 1, 2016.~~

~~b) — The parties agree that the City will modify its contract with CalPERS to provide for a 4.5% additional Member Contribution over and above Normal Contributions. This means the additional member contributions will be deposited in the Member's account. The target date for completion of the contract amendment is July 1, 2016.~~

~~e) — Pursuant to Government Code Section 20516, all members will contribute the Employee Paid City Contribution Cost Share of an additional 4.5% towards the employer rate effective the pay period closet to the date CalPERS amends the contract. This means that members will make an additional 4.5% contribution into their member account and will cease making the contribution in 12.10(a). The total member contributions for employees will be:~~

~~Tier 1 – 12.5% (8% plus 4.5%)~~

~~Tier 2 – 11.5% (7% plus 4.5%)~~

~~Tier 3 (PEPRA) – ½ Normal Cost plus 4.5%~~

~~b)~~

~~d) — In the event that the combined contribution paid by the City and the Tier 1 Members falls below twenty-seven percent (27%), the City will amend its contract with CalPERS to reduce the Member contribution by one-half of the difference between the combined employer and member contributions and 27%. The reduction in the Employee paid City Contribution Cost Share will be the same for all three Tiers.~~

For example, if the combined contribution paid by the City and the Tier 1 Members is projected to be 26% (e.g., Tier 1 Member contribution is 12.5% (8% Normal Contribution plus 4.5% additional contribution), and the City contribution is projected to be 13.5%), the City will amend its contract to reduce the member contribution by one-half percent (i.e., ½ of the difference between 27% and 26%).

The parties will review the City and Member CalPERS contributions annually and adjust the Employee Paid City Contribution Cost Share up or down based on the foregoing.

~~c)~~

~~e) — Except as otherwise provided by law, any future increases in the Employee Paid City contribution Cost Share will be by mutual agreement only.~~

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 12, as outlined in the parties' initial lists of interests and issues.]

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

- f) ~~The City shall deduct the member's entire contribution (including the Employee Paid City Contribution) on a pre-tax basis pursuant to IRC Section 414(h)(2). In the event that the City is precluded from collecting the additional contribution or is unable to make the deduction on a pre-tax basis, the parties will immediately meet and confer to cure the defect. During that meet and confer process, the City shall instead reduce its contribution to health insurance under MOU sections 10.1 and 10.2 by an amount equal to the percentages identified in sections 12.10 (a) and (b) as the member's payment of the Employer Contribution, multiplied by the member's PERSable compensation, with any excess deducted from the member's paycheck.~~
- g) The City shall provide NCEA-SEIU, Local 1021 with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering members within five (5) business days of receipt.
- 12.11 The City will provide retiree's health insurance reimbursement **of two hundred and forty-four dollars (\$244) (as described in the latter part of this provision)** provided that the member meets and abides by all of the following qualifications:
- a)
~~1-~~ For members hired on or before December 31, 2012, the member must have worked for the City a minimum of fifteen (15) years and taken a service retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.
- For members hired on or after January 1, 2013, the member must have worked for the City a minimum of ten (10) years and taken a service retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.
- b)
~~2-~~ The full cost of a retired member's participation in one of the **City's** medical plans will be deducted from the member's retirement check subject to item (4) below.
- c)
~~3-~~ A retired member will no longer be eligible to participate in the City's medical plan should the member elect to be covered by another medical plan. Furthermore, it is agreed that a member who once waives his or her participation in the City's medical plan coverage that such waiver shall be irrevocable. **Retired members who elect to be covered by a Kaiser individual medical plan or**

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 12, as outlined in the parties' initial lists of interests and issues.]

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

~~through an AARP-sponsored plan shall not be considered to have waived participation in the City's medical plan coverage.~~

4. ~~The member will make a one-time irrevocable choice as to the supplemental payment by the City toward the retired member's medical coverage. A member hired on or prior to July 1, 1983 may choose to have the current plan described in Section 17, paragraph 17.1 (sick leave conversion to retiree medical coverage) or the member may choose the plan described below. This payment shall remain in effect for the life of the retiree only. The payment shall cease upon death of the retiree, re-employment of the retiree in a capacity where they again are earning a PERS retirement benefit, or the retiree fails to meet the other applicable conditions specified in this section. However, the retiree may elect to use this supplemental payment for another health plan provided they submit documentation that provides proof of paid health insurance coverage to the City of Napa Finance Department (annually) to verify that payments are being used to supplement the retiree's health care premiums. It will be the retiree's responsibility to maintain current addresses on record with the City of Napa. If checks are returned from the last designated address without correction from the retiree for more than two months, this shall result in cancellation of the supplemental payment. Appeals for reinstatement and/or back payments shall be made to the Finance Department with a final appeal to the City Manager.~~

- d) Members who are enrolled in a plan other than the City sponsored plan must provide proof of alternate coverage and proof of the cost for the retired member's participation in that coverage in order to receive reimbursement.

5. ~~Members who retire on or after July 1, 2010, will receive the sum of two hundred forty four dollars (\$244) per month.~~

e)

6. The retired member must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The City will reimburse the Medicare supplemental insurance premium, along with the cost of the retiree's private health plan, up to the maximum in 12.11. ~~will become the new maximum that the City will pay up to in accordance with 12.11.5 above.~~

- f) Retired Members who accept reimbursement from the City may be precluded from receiving a subsidy under the Affordable Care Act.

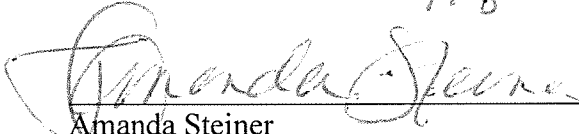
[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 12, as outlined in the parties' initial lists of interests and issues.]

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT


For NCEA

7/20/18


Amanda Steiner

For City:


Charles Sakai 9/20/18


Terri Ritchie

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 12, as outlined in the parties' initial lists of interests and issues.]

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENTSection 14. Vacation

14.1 Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-3	85.71
4	104.00
5-9	137.14
10-12	154.28
13-16	171.43
17-19	188.57
20+	205.71

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

~~The maximum annual carry-over of accrued vacation will be two hundred eighty (280) hours (as of the last day of the pay period containing December 31 of each year) with an additional forty (40) hours for special purposes upon the approval of the City Manager. The City will send out notices in October of each year to all supervisors directing them to discuss with members, vacation leave balances which have the potential for exceeding the maximum annual carry over at the end of the year. Failure by supervisors to discuss the annual vacation cap with members shall not nullify the annual carry-over provisions of 280 hours.~~

14.2 Vacation Accrual Cap

- a) The maximum annual carryover of accrued vacation will be two hundred eighty (280) hours (as of the last day of the pay period containing December 31 of each year).
 1. Members may accrue more than two hundred eighty (280) hours of vacation during the year, but vacation hours in excess of 280 ("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), 14.1(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 280 hours.

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 14, as outlined in the parties' initial lists of interests and issues.]

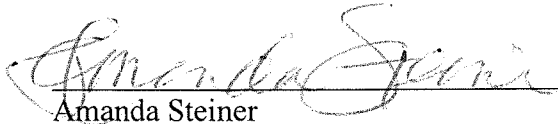

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

- 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 280 hours.

For NCEA

9/30/18


Amanda Steiner
Terri Ritchie

For City:


Charles Sakai 9/2.1/18

[NOTE: these changes are cleanup and are not intended to preclude other proposals involving Section 14, as outlined in the parties' initial lists of interests and issues.]

TENTATIVE AGREEMENT

Section 14. Vacation

14.1 Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-3	85.71
<u>0-4</u>	104.00
5-9	137.14
10-12	154.28
13-16	171.43
17-19	188.57
20+	205.71

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

~~The maximum annual carry-over of accrued vacation will be two hundred eighty (280) hours (as of the last day of the pay period containing December 31 of each year) with an additional forty (40) hours for special purposes upon the approval of the City Manager. The City will send out notices in October of each year to all supervisors directing them to discuss with members, vacation leave balances which have the potential for exceeding the maximum annual carry over at the end of the year. Failure by supervisors to discuss the annual vacation cap with members shall not nullify the annual carry-over provisions of 280 hours.~~

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 1. Members may accrue more than two hundred eighty (280) hours of vacation during the year, but vacation hours in excess of 280 ("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), ~~14.1(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 280 hours.

City of Napa and NCEA Negotiations 2018

TENTATIVE AGREEMENT

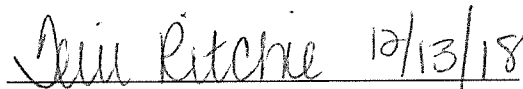
- b) The City Manager may approve an additional forty (40) hours of accrual for special purposes.
- c) The City will send out notices in October of each year to all supervisors directing them to discuss with members, vacation balances which have the potential for exceeding the maximum annual carryover 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 280 hours.

For NCEA

 12/13/18
Amanda Steiner

For City:


Charles Sakai 12/13/18

 12/13/18
Terri Ritchie

TENTATIVE AGREEMENT

Section 15. Holidays

- 15.1 The recognized holidays for all members except members in the Scale House Attendant classification shall be:

New Year's Day	Veterans' Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holidays (2)
Columbus Day	<i>(One in lieu of birthday; one in lieu of Admission Day)</i>
<u>Indigenous People's Day</u>	

At such time as the City Council grants Cesar Chavez as a holiday for City employees then that holiday will also be added to this Section.

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 15.1.4 below.

TENTATIVE AGREEMENTSection 15. Holidays (Cleanup)

15.2 Holiday Pay for Dispatchers and Community Service Officers. The City shall have the right to schedule members in the Community Service Officers and Public Safety Dispatcher Series to perform regular duties on recognized holidays and to grant members in those classifications "holiday pay" in lieu of time off which will be paid in accordance with PERS rules. "Holiday pay" is defined as eight (8) hours of **straight time** pay times the number of fixed holidays in a calendar year (i.e. the 12 holidays listed in Section 15.1). **As used in this section, straight time pay includes additional pays such as bilingual and shift differential.** Pursuant to PERS's rules, Holiday Pay shall be paid during the pay period in which the holiday falls.

1. For members in classifications receiving "Holiday pay," holidays will not be counted as hours worked for purposes of calculating overtime (i.e., members will be paid straight time for hours worked on holidays that fall on their regularly scheduled workdays).
2. Members receiving Holiday Pay under this provision will continue to be entitled to two (2) 8-hour Floating Holidays each calendar year. Members receiving Holiday Pay under this provision may either use Floating Holiday time as time off with pay pursuant to 15.1.4 or may cash out the Floating Holiday time at the member's straight time rate. Floating Holidays may not be carried over into a succeeding calendar year.
3. The chart below summarizes holiday pay for Public Safety Dispatcher Series and CSO employees

<u>Holiday/work schedule</u>	<u>Treatment of holiday pay</u>
Holiday falls on regular day off:	Member receives eight (8) hours of straight holiday pay, plus overtime for hours worked.
Holiday falls on scheduled work day and employee works:	Member receives eight (8) hours of straight holiday pay, plus straight time for hours worked.
Holiday falls on scheduled work day and employee does not work:	Member will receive eight (8) hours of straight holiday pay and will use appropriate paid leave to take the day off consistent with the paid leave provisions of this MOU.

City of Napa and NCEA Negotiations 2018

TENTATIVE AGREEMENT

15.3 Holidays for members in the Water Treatment Facility Operator Series shall be observed with the following provisions:

1. The City shall have the right to schedule members in the Water Treatment Facility Operator series to perform regular duties on recognized holidays and to grant pay in lieu of time off as specified herein.
2. Holidays will be recognized on the actual holiday. It is understood that this will not necessarily correspond with the day that other City employees are recognizing the holiday. For example, if New Year's Day falls on a Sunday, it will be recognized on a Sunday (not on the following Monday).
3. Members in the Water Treatment Facility Operator Series will continue to be entitled to two (2) 8-hour Floating Holidays each calendar year. Members receiving Holiday Pay under this provision may either use Floating Holiday time as time off with pay pursuant to Section 15.1.4 or may cash out the Floating Holiday time at the member's straight time rate. Floating Holidays may not be carried over into a succeeding year.
4. The chart below summarizes holiday pay for Water Treatment Facility Operators:

Holiday/Work Schedule	Treatment of Holiday Pay
Holiday falls on regular day off:	Member has option of receiving eight (8) hours of straight holiday pay or eight (8) hours of straight CTO (payroll code: Holiday Earn 1.0), plus overtime for hours worked.
Holiday falls on scheduled work day and employee works:	In addition to the member's regular straight time pay for the scheduled work day, the member will code twelve (12) hours of half time plus the member has the option of receiving eight (8) hours of straight holiday pay or eight (8) hours of straight CTO (payroll code: Holiday Earn 1.0),
Holiday falls on scheduled work day and employee does not work:	Member will receive eight (8) hours of straight Holiday Pay and will use appropriate paid leave to take the day off consistent with the paid leave provisions of this MOU (i.e., four (4) hours of vacation or four (4) hours of CTO).

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- 15.4 The recognized holidays for members in the Scale House Attendant classification shall be:

New Year's Day	Veterans' Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Easter Sunday*	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday (1) (<i>in lieu of Admission Day</i>)
Labor Day	
Columbus Day	*in lieu of Birthday Holiday
<u>Indigenous People's Day</u>	

Holidays for members in the Scale House Attendant classification shall be observed with the following provisions:

1. Holidays will be recognized on the official holiday. It is understood that this will not necessarily correspond with the day that other City employees are recognizing the holiday.
2. Employees in the Scale House Attendant classification will continue to be entitled to one (1) 8-hour Floating Holiday each calendar year. Members receiving Holiday Pay under this provision may either use Floating Holiday time as time off with pay pursuant to section 15.1.4 or may cash out the Floating Holiday time at the employee's straight time rate. Floating Holidays may not be carried over into a succeeding calendar year.
3. The chart below summarizes holiday pay for Scale House Attendants:

<u>Holiday/work schedule</u>	<u>Treatment of holiday pay</u>
Holiday falls on regular day off:	Member has option of receiving eight (8) hours of straight holiday pay or eight (8) hours of straight CTO (payroll code: Holiday Earn 1.0).
Holiday falls on scheduled work day when facility is open:	In addition to the member's regular rate <u>of straight time</u> pay for the scheduled work day, member will be paid for eight (8) hours at the rate of time and one-half. For the eight (8) hours at the rate of time and one-half, member shall have the option of being compensated in either pay or compensatory time off.

City of Napa and NCEA Negotiations | 2018

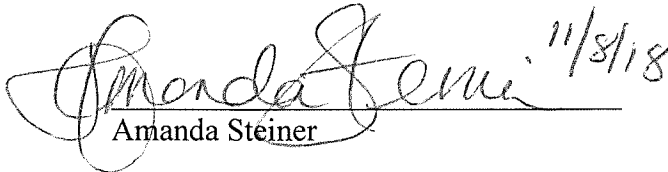
TENTATIVE AGREEMENTHoliday/work schedule

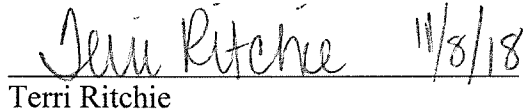
Holiday falls on scheduled work day when facility is closed:

Treatment of holiday pay

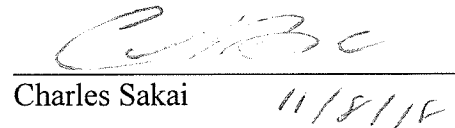
Member will receive eight (8) hours of straight holiday pay and will use appropriate paid leave to take the day off consistent with the paid leave provisions of this MOU (i.e., two (2) hours of vacation or two (2) hours of CTO).

For NCEA

 11/8/18
Amanda Steiner

 11/8/18
Terri Ritchie

For City:

 11/8/18
Charles Sakai

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENTSection 16. Sick Leave

- 16.1 ~~For members hired on or before July 1, 1983, that choose the sick leave conversion for retiree medical coverage benefit (refer to Section 12.12(4), the City shall compensate for unused sick leave upon retirement at the rate of one month's current single party health insurance premium for each day of unused sick leave, so long as the amount contributed does not exceed actual premiums; provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under Section 12.1. Retiree sick leave conversion benefits provided herein shall not require the City to pay premiums exceeding the single party health insurance premiums for existing members as modified from time to time.~~
- 16.2 The parties agree that sick leave is provided as a form of insurance to protect the member during times of illness, injury, or family emergency as described in the City of Napa Civil Service Rules. It is not intended as a form of leave with pay to be used for personal or recreational purposes. Misuse of sick leave is understood to be a serious violation of City policy.
- 16.23 Once a year, during the month of December, members may convert from the twelve (12) days sick leave accrual to an eight (8) day sick leave and one (1) day vacation leave accrual.
- 16.34 Existing sick leave may be converted to vacation leave on a ratio of three (3) days sick leave to one (1) day vacation leave, with a maximum conversion of five (5) new vacation days per calendar year. Members wishing to exercise this option must so notify the Finance Department during the month of December. Conversion shall then become effective at the end of the pay period which contains January 1.
- 16.45 Members shall accrue ~~twelve (12) days~~ ninety-six (96) hours of sick leave benefit each calendar year based upon a daily bi-weekly accrual rate ~~(.26301 hours per day for those members on a 40-hour per week schedule)~~. There shall be no limit to the number of hours a member may accrue during their employment with the City. Daily accrual Accrual rates for part-time employees are based on payroll calculation conversion to a 2080-hour annual work schedule.
- 16.56 Members ~~hired after July 1, 1983~~ shall not be allowed to convert unused sick leave to paid-up health insurance upon retirement. Refer to Section 12.12.5 for applicable retiree medical coverage benefit.
- 16.67 State Disability Insurance (SDI) Integration:

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TENTATIVE AGREEMENT

~~1.~~(a) State Disability Insurance (SDI) or Paid Family Leave (PFL) integration can, at the member's discretion, be made only when the member is off work because of illness or disability and is not performing any services for the City. If a member chooses not to integrate with SDI/PFL, the member will be placed on a leave of absence without pay and the City will designate the time as family leave under FMLA/CFRA.

~~2.~~(b) SDI/PFL integration will be made with accrued and unused sick leave first, and then, after exhaustion of all accrued sick leave, at the member's option, with accrued and unused vacation leave, floating holiday, and/or accumulated CTO. However, when a member has accrued floating holidays, or accrued non-vested vacation in excess of the accrual cap, the member will have the option of using the floating holidays and that portion of vacation accrual (i.e., that amount in excess of the normal accrual cap) prior to exhausting sick leave.

~~3.~~(c) SDI/PFL integration will be made with paid holidays.

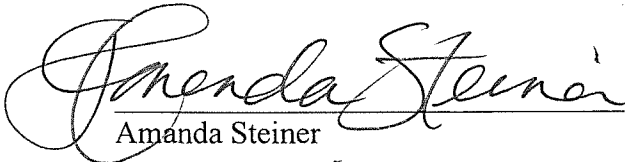
~~4.~~(d) SDI/PFL integration will be made only when the combined total balance of the benefits to be integrated (i.e. sick leave, vacation, CTO) equals at least the number of hours which constitute the member's normal work day (i.e. 8 or other, as may be the case).

~~5.~~(e) The City will project the amount of SDI/PFL benefit to be received by an eligible member for the purpose of integration in accordance with the foregoing, and the member will provide the City with evidence of the SDI/PFL benefit received. The member should cash/deposit the SDI/PFL ~~check(s)~~ income received.

~~6.~~(d) A member who does not wish to file for SDI/PFL, however, shall notify payroll and no such integration shall be made.

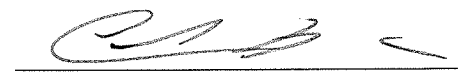
16.78 In the event a member becomes incapacitated by injury or illness for a period of two (2) or more days during the member's vacation period, such days of incapacitation may be converted to sick leave; provided however, that the City may require the member to provide medical substantiation of such incapacitating illness or injury.

For NCEA

9/25/18

 Amanda Steiner


 Terri Ritchie

For City:


 Charles Sakai 9/25/18

City of Napa and NCEA Negotiations | 2018

Cleanup – Section 19

City Proposal

September 13, 2018

Section 19. Incentive Program

[DELETE Provision – no longer effective]

[DELETE Exhibit B]

717
C...
9/13/18
Pitchie

City of Napa and NCEA Negotiations 2018

TENTATIVE AGREEMENTSection 21. Allowances

21.1 Uniform Allowance: The City agrees to the following uniform allowance:

a. Community Service Officer

(1) \$475/year cash allowance

(2) Uniform cash allowance shall be paid bi-weekly.

(3) Upon adoption of this MOU, the City will provide a newly hired Community Service Officer with two (2) long sleeve shirts, two (2) pants, one (1) jacket, and one (1) pair of boots in lieu of any initial allowance that was paid prior to this MOU. The Police Chief will designate uniform specifications and vendor.

b. Pants Allowance [Delete Section 21.6]

For the term of this MOU, members working in the following job classifications will receive a maximum of \$200/year allowance (cash) for the purchase of work pants. This allowance will be taxable. 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)).

<u>Building Inspector</u>	<u>Senior Building Inspector</u>
<u>Construction Inspector</u>	<u>Senior Water Treatment Facility Operator</u>
<u>Control Systems Specialist</u>	<u>Street Field Supervisor</u>
<u>Custodian</u>	<u>Street Maintenance Worker I</u>
<u>Electrical Supervisor</u>	<u>Street Maintenance Worker II</u>
<u>Electrician I</u>	<u>Street Maintenance Worker III</u>
<u>Electrician II</u>	<u>Supervising Water Service Worker</u>
<u>Electrician III</u>	<u>Telecommunications Specialist</u>
<u>Heavy Equipment Operator</u>	<u>Telecommunications Technician</u>
<u>Laboratory Technician</u>	<u>Water Conservation Specialist</u>
<u>Maintenance Craftsworker</u>	<u>Water Facilities Supervisor</u>
<u>Maintenance Laborer</u>	<u>Water Facility Worker I</u>
<u>Park Maintenance Worker I</u>	<u>Water Facility Worker II</u>
<u>Park Maintenance Worker II</u>	<u>Water Facility Worker III</u>
<u>Park Maintenance Worker III</u>	<u>Water Meter Specialist</u>
<u>Parks, Trees, and Facility Supervisor</u>	<u>Water Services Worker</u>

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

<u>Plant Maintenance Mechanic I</u>	<u>Water Treatment Chief Operator</u> <u>Water System Specialist</u>
<u>Plant Maintenance Mechanic II</u>	<u>Water Treatment Facility Operator</u>
<u>Plant Maintenance Mechanic III</u>	<u>Water Treatment Facility Operator</u>
	<u>Trainee</u>
<u>Plant Maintenance Supervisor</u>	

~~Other NCEA members required to wear a uniform: A maximum of \$300/year allowance (non-cash) for purchase of non-safety uniform expenses (shirts and jackets) based on department specifications and budget availability. This allowance will be taxable and subject to PERS.~~

c. The City will provide uniforms for the Fire Prevention Inspectors. The Fire Chief will designate uniform specifications and vendors.

d. Other NCEA members required to wear a uniform: The City will provide uniform clothing for other unit members who are required to wear non-safety uniforms (per Exhibit D), up to a maximum of \$300/year (non-cash), subject to budget availability. City will make the determination regarding the type of work clothing needed as well as appropriate levels of wear and tear and timing of replacement. Uniforms will meet appropriate safety criteria (e.g., polyester shirts are not appropriate for electrical work).

~~(b) — Uniform cash allowance shall be paid bi-weekly.~~

~~(e)~~ e. It is understood and agreed that the amount paid hereunder constitutes a reimbursement to members for expenses actually and necessarily incurred in the purchase, maintenance, and cleaning of the uniforms such members are required to wear.

~~(d)~~ f. The amount the City spends on uniforms and clothing provided to members is considered PERSable income. The dollar amount spent will be reported to PERS as income and the member will be responsible for the member portion of PERS on that amount.

~~(e)~~ g. The value of uniforms which can be worn in public as everyday clothing is considered taxable income and will be subject to withholding at the time the expense is incurred on the member's behalf.

~~(f)~~ h. Uniforms will be issued in accordance with City policy.

21.2 Tool Allowance:

a. The City agrees to the following annual tool allowance:

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TENTATIVE AGREEMENT

Mechanic \$600/year

- b. Tool allowance shall be paid annually in the pay period containing July 15th.
- c. It is understood and agreed that the amount paid hereunder constitutes a reimbursement to members for expenses actually and necessarily incurred in the purchase, upgrade and maintenance of tools in order to perform their duties.
- d. To address the additional costs of purchasing new tools over the past 2 years, the City agrees to a one-time tool reimbursement of \$600.

21.3 ~~Boot Allowance: Safety Attire~~

The City will provide members with appropriate safety attire.

- a. The City will provide CalOSHA compliant safety shirts or vests to members identified by the City's Safety Specialist.
- b. The City will provide an allowance of two hundred ten dollars (\$210) for purchase of safety toe footwear and inserts to members identified by the City's Safety Specialist. The allowance will be provided at the time of hire and annually in March through a voucher system, using Quenvold's or Red Wing.
- c. City will replace safety attire, including boots, which has been damaged through normal wear and tear. Requests for replacement will be made through the employee's supervisor or manager.

~~The City will reimburse specified members two hundred ten dollars (\$210) for purchase of safety toe footwear.~~

~~New members will receive an advance initial allowance of two hundred ten dollars (\$210). The boot allowance will be paid annually during the pay period that contains March 1st. Since verification that the allowance was used for a work related purpose is not required, the allowance is considered taxable earnings and will be subject to withholding when provided.~~

Members ~~who receive boot allowance~~ shall wear safety ~~toe footwear~~ attire consistent with City Policy (e.g. the ~~footwear~~ attire must be consistent with the policy and the

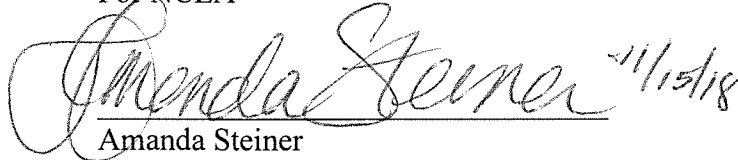
City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT

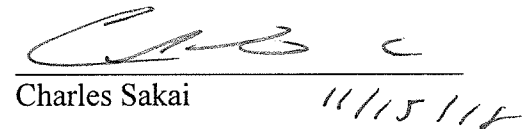
member must wear ~~them~~ it in a manner consistent with the policy).

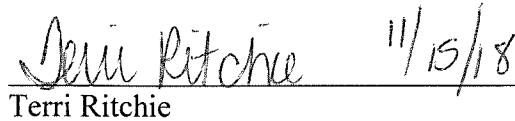
[Note: Parties will update Exhibit D.]

For NCEA

 11/15/18
Amanda Steiner

For City:

 11/15/18
Charles Sakai

 11/15/18
Terri Ritchie

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENTSection 22. NCEA-SEIU, Local 1021 Business

22.1

- a. The City will provide paid release time for a maximum of four (4) NCEA-SEIU, Local 1021 members for the purpose of meeting and conferring with the City concerning issues which may arise during the term of this Memorandum of Understanding. NCEA-SEIU, Local 1021 retains the right to determine which of the NCEA-SEIU, Local 1021 board members shall be their representatives for each meet and confer issue.
- b. NCEA-SEIU, Local 1021 member representatives (stewards) employed and recognized by the City shall assist members in resolving grievances at the lowest possible administrative level. These member representatives shall be afforded reasonable time for the investigation, and processing of grievances, for investigation of disciplinary actions, and to meet with management regarding such actions without loss of pay or benefits. The NCEA-SEIU, Local 1021 shall provide an updated list of stewards to Human Resources. Only stewards on the current list may be released under this provision or Section 22.2.
- c. NCEA-SEIU, Local 1021 will attempt to give the City enough notice to allow for scheduling and other operational issues to be taken care of in advance of needed release time. Such request for release time shall normally be made 24 hours in advance and shall include the location and area of activity, the approximate time needed, and the general nature of the NCEA-SEIU, Local 1021 business involved. The City will make all reasonable efforts to accommodate release time, but will have the right to deny release time if it appears that on-going operations will be unduly hampered or if it appears that excessive overtime will be required to fill in for an individual. In the event the City is unable to accommodate NCEA-SEIU, Local 1021's requests for release time for a specific representative and NCEA-SEIU, Local 1021 considers this specific representative vital to the issue scheduled for discussion, NCEA-SEIU, Local 1021 and the City will adjust the meet and confer schedule to better accommodate the member who cannot attend.
- d. For the purpose of meeting and conferring with the City concerning contract reopeners or a successor Memorandum of Understanding, the City will provide paid release time for all seven (7) members of the NCEA-SEIU, Local 1021 Board of Directors.

- 22.2 NCEA-SEIU, Local 1021 members shall be allowed to donate accrued vacation and CTO to a pool for use by NCEA-SEIU, Local 1021 Executive Board members and stewards. In addition, the City shall contribute 1 hour per pay period per 100 bargaining unit FTE's into the pool (e.g., if the unit includes 220 FTE's, the City will contribute 2 hours per pay

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period). The City will contribute the full annual accrual at the beginning of each calendar year based on the budgeted FTE's in the bargaining unit.

This pool of hours shall be available to NCEA-SEIU, Local 1021 Board members to conduct NCEA-SEIU, Local 1021 business independent of the right and obligation to represent NCEA-SEIU, Local 1021 members as outlined elsewhere in this MOU and as provided for in the Meyers-Milias-Brown Act.

Examples of covered events are:

1. City budget workshops and City Council Meetings that occur during work time
2. PERS training seminars
3. Personnel/Labor Relations and Practices training such as Liebert & Cassidy training
4. SEIU sponsored training
5. Steward's duties, including Steward's Council.
6. **NCEA Board Meetings**

Designation of such leave usage shall be at the discretion of the NCEA-SEIU, Local 1021 Board. Leave usage forms will be initialed by the NCEA-SEIU, Local 1021 President or his/her designee.

There shall be an annual (calendar year) usage cap of two-hundred and eight (208) hours. Additional usage may be approved by the City Manager upon request. There shall be no cap on the number of hours that can accrue in or be donated to the pool.

Use of this time shall be subject to existing rules and practices for requesting vacation leave and shall not be unreasonably denied.

The record of such donations and usage shall be tracked by the Finance Department in accordance with existing practices and procedures for donating time to similar leave banks, and a report of the balance shall be provided to the NCEA-SEIU, Local 1021 on a quarterly basis.

22.3 Use of City Facilities.

NCEA-SEIU, Local 1021 shall have the right to use City conference rooms and meeting facilities on the same basis as other governmental organizations. Use of non-public areas shall require prior authorization by the Department Head or designee. NCEA-

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TENTATIVE AGREEMENT

SEIU, Local 1021 representatives shall have the right to contact individual members during their duty period for representational activities, provided that they notify the Department Head or designee prior to such contact and such contact does not interfere with public service or safety requirements.

- 22.4 In accordance with City Council Resolution 2000-222, Council has provided for the use of space on the bulletin boards throughout City facilities for NCEA-SEIU, Local 1021. The placement or removal of information, letters, notices, agendas or other documents from such space is restricted to the NCEA-SEIU, Local 1021 Field Representative and his or her designee(s). NCEA-SEIU, Local 1021 may provide the City with up to four (4) locking bulletin boards (no larger than nine square feet) for the Community Service Building, City Hall, and two at the Corporation Yard. The City will install the locking bulletin boards in locations readily accessible to employees within sixty (60) days after delivery. The NCEA-SEIU, Local 1021 will maintain keys for these bulletin boards with one copy for each bulletin board maintained in the City Manager's office. In the event the City determines that any posting on a NCEA-SEIU, Local 1021 bulletin board violates City policy, the City may remove the information after notifying NCEA-SEIU, Local 1021 (business agent or president) and requesting that it remove the material. The City may remove offensive or obscene material immediately upon notification to NCEA-SEIU, Local 1021.

The City will update the City's Intranet (iCON) page for NCEA-SEIU, Local 1021 to include contact information for the SEIU business agent.

- 22.5 **Discrimination Against Employees for Participating in Union Activities Prohibited.**

The City of Napa fully supports City employees in their right to participate in the activities of NCEA-SEIU, Local 1021 and seek representation in matters of employer-employee relations. Consistent with MMBA Section 3506 and City Council Resolution No. 2000-222, Section A.2. - Employee's Rights - Non Interference, it is recognized and supported that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their decision to participate in those Union activities that do not violate City policies. Although this section is not grievable under Section 23 of the MOU, the City encourages and expects open communication of all involved parties to support resolution of any matters or concerns raised under this section.

The City and NCEA-SEIU, Local 1021 agree that examples of such activities include but are not limited to:

- Participating in NCEA-SEIU, Local 1021 leadership
- Serving as an employee representative
- Resolving differences through the grievance procedure
- Seeking advice/information from NCEA-SEIU, Local 1021 representatives

City of Napa and NCEA Negotiations | 2018

TENTATIVE AGREEMENT22.6 NCEA-SEIU Local -1021 Membership Meetings

The parties have an interest in fostering positive labor relations and encouraging participation by all members of the Union. Effective upon adoption of this agreement, the City will make the following provision for Union membership meetings on an every other month basis (monthly when the parties are negotiating over a successor MOU):

1. Meetings will occur at the noon hour (i.e., between 12 and 1).
2. In all cases where the Department deems it operationally appropriate, all bargaining unit members will be scheduled for a full duty-free lunch hour (including employees who are normally scheduled for only ½ hour) beginning at noon. The parties understand that this may require modification of the workday (e.g., changes in start or end times).
3. The Union intends to hold membership meetings at the Union Hall. However, the City will make the Council chambers available for the Union membership meetings pursuant to Section 22.3.
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 22.3 and will allow members to utilize audio visual equipment to participate in the meeting (e.g., Skype).
5. In months when there is no membership meeting, NCEA may schedule meetings of its executive Board during the noon hour. Where it is operationally appropriate, NCEA Board members will be permitted to take a full hour lunch (between 12 and 1) to attend executive Board meetings. Pursuant to Section 22.2, Board members who are normally scheduled for a half hour lunch will be permitted pool hours to make up the remaining half hour.

For NCEA

Amanda Steiner 12/6/18
Amanda Steiner

Terri Ritchie 12/6/18
Terri Ritchie

For City:

Charles Sakai 12/6/18
Charles Sakai

TENTATIVE AGREEMENT

Sec. 23. Grievance Procedure

- 23.1 **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.

Disputes concerning reclassification (i.e., class study findings) or examinations (i.e., written test items) shall be processed in accordance with the rules of the Civil Service Commission (to the extent applicable) and shall not be considered grievances under the Grievance Procedure set forth herein.

- 23.2 A grievance shall be filed by the member at STEP 1 of the procedure within **fourteen (14) business 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.

- 23.3 **Steps of the Grievance Procedure**

STEP 1

The Grievant shall first attempt to resolve the alleged grievance through discussion with their immediate supervisor. The immediate supervisor shall respond in writing to the grievant's complaint within **five (5) business seven (7) calendar** days of the step one discussion. If the grievant is not satisfied with the outcome of these discussions, he/she shall submit in writing on the approved grievance form the following within **ten (10) business fourteen (14) calendar** days following the above-noted response to the Department Manager, with a copy to the Human Resources Director:

1. A statement of the alleged grievance
2. The specific section (s) of the Agreement allegedly violated
3. The remedy requested.

STEP 2

The Department Manager shall investigate the facts pertinent to the grievance and report the conclusion to the member, NCEA, Human Resources Director within **ten (10) business fourteen (14) calendar** days of the receipt of the member's grievance.

Following the fact-finding by the Department Manager, the grievant will meet within **ten (10) business fourteen (14) calendar** days with the Department Manager or designee, in an attempt to resolve the grievance. The Department Manager or designee will indicate in writing their action and comments, and return a copy to the grievant within **ten (10) business fourteen (14) calendar** days of the Step 2 meeting.

TENTATIVE AGREEMENT**STEP 3**

If the matter is not resolved at Step 2, the grievant shall, within ~~ten (10) business~~ **fourteen (14) calendar** days of receiving the department's response, submit the grievance to the Human Resources Director, who will investigate and inform the grievant and NCEA of his or her decision, in writing, ~~ten (10) business~~ **fourteen (14) calendar** days of receipt of the grievance from the member.

STEP 4 - ARBITRATION

If the matter is not resolved at Step 3, NCEA shall, within ~~ten (10) business~~ **fourteen (14) calendar** days of receiving the Step 3 decision, notify the City Manager that it intends to submit the grievance to a neutral arbitrator. NCEA's notification shall include a ~~copy written statement~~ of the grievance, **a statement identifying any modifications of the grievance between Steps 1 and 3, and setting forth a clear and concise statement of the reasons for the appeal (e.g., grievance denied at Step 3).**

The neutral arbitrator shall be chosen by mutual agreement between NCEA and the City. In the event NCEA and the City cannot agree on a neutral arbitrator, they shall jointly request a list of seven (7) experienced and neutral Northern California arbitrators from the State of California Mediation and Conciliation Service. NCEA and the City shall meet within seven (7) calendar days after the list is available to select an arbitrator. In the event NCEA and the City cannot agree on an arbitrator from the list provided, they shall alternatively strike from the list until an arbitrator is selected. The first party to strike shall be determined by a coin toss, which can be accomplished either in person or over the phone.

Unless specifically modified by this MOU, 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 Arbitrators' Code of Professional Responsibility for Arbitrators of Labor Management Disputes.

The fees and expenses of the arbitrator and the court reporter shall be shared equally by NCEA and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. **Arbitrations shall normally be held at City Hall. If another location is requested by either party, the parties shall mutually agree on the location and the allocation of cost for securing that location.**

After a hearing on the grievance, the arbitrator shall render a final and binding written award. 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 express provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.

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23.4 **Disciplinary Appeals.** Notwithstanding the definition of a grievance in 23.1, NCEA may also submit appeals of final Notices of Disciplinary Action for dismissal, demotion, suspension, or salary reduction to the Step 4 Arbitration process. NCEA must notify the City Manager in writing within ~~ten (10) business~~ **fourteen (14) calendar** days after the member's receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary appeal to arbitration. NCEA's notification will include a written statement of the appeal 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 appeal settled through binding arbitration in lieu of any alternative procedures described in section 23.5 below, including an appeal and/or hearing before the Civil Service Commission.

23.5 **Alternative Procedures.** Notwithstanding the arbitration procedure set forth above, for appeals of final disciplinary action a member may elect to utilize alternative hearing processes available pursuant to City Charter Section 76.1. A member electing such alternative procedures may not also utilize the Step 4 Arbitration procedures set forth in subsection 23.3 herein. Neither the member nor NCEA may elect such alternative procedures for non-disciplinary grievances.

23.6 **General Provisions**

A grievant may be represented at each meeting or hearing required as part of the grievance procedure, provided that there may not be more than one on-duty City member serving as such representative. Reasonable on-duty release time for the grievant will be provided for meetings or hearings required as part of the grievance procedure.

While it is permissible for either the affected member or the NCEA representative to initiate and pursue a grievance through Step 3 of this Grievance Procedure, the affected member and NCEA cannot both initiate and/or pursue a grievance on substantially the same matter (defined as a matter involving substantially the same set of individuals, facts, events or challenge to a specified provision of the MOU). Should both the member's grievance and NCEA's grievance arise from substantially the same matter or conduct, the City will process NCEA's grievance and the member's grievance will be deemed waived. Nothing in this paragraph is intended to prejudice NCEA's ability to represent multiple members as part of the same grievance.

A grievance may not be advanced to Step 4 Arbitration by a member. A grievance may only be advanced to Step 4 Arbitration by NCEA.

The time frames established in this policy may be extended upon mutual agreement of the parties. **If a deadline falls on a holiday, the deadline shall be moved to the next business day.** ~~The term "day" used in this policy refers to business days, excluding observed holidays.~~ Failure by the grievant to follow any time limits contained herein,

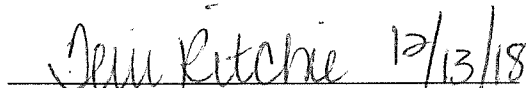
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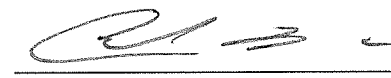
unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall advance the grievance to the next step in the grievance procedure.

For NCEA

 12/13/18
Amanda Steiner

 12/13/18
Terri Ritchie

For City:


Charles Sakai 12/13/18