

EXHIBIT A

City of Napa
Agreement No.

C2020-205

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
ADMINISTRATIVE, MANAGERIAL AND
PROFESSIONAL EMPLOYEES
For
January 1, 2020 through December 31, 2022

EXHIBIT A

TABLE OF CONTENTS

SECTION 1.	RECOGNITION	1
SECTION 2.	TERM	1
SECTION 3.	COMPENSATION	2
SECTION 4.	HEALTH AND WELFARE	3
SECTION 5.	TUITION REIMBURSEMENT	5
SECTION 6.	BILINGUAL PAY.....	5
SECTION 7.	SAFETY SHOE ALLOWANCE.....	6
SECTION 8.	RETIREMENT	6
SECTION 9.	REOPENER	9
SECTION 10.	MANAGEMENT LEAVE	10
SECTION 11.	VACATION	10
SECTION 12.	SICK LEAVE.....	11
SECTION 13.	BEREAVEMENT LEAVE.....	12
SECTION 14.	STATE DISABILITY INSURANCE (SDI).....	13
SECTION 15.	DEFERRED COMPENSATION	13
SECTION 16.	WORKING HOURS	14
SECTION 17.	ACTING PAY AND OUT OF CLASS PAY	14
SECTION 18.	ADVANCEMENT WITHIN FLEXIBLY-STAFFED CLASSIFICATIONS	16
SECTION 19.	PERFORMANCE BONUS.....	16
SECTION 20.	HOLIDAYS	16
SECTION 21.	DUES DEDUCTION	17
SECTION 22.	WORKERS' COMPENSATION SUPPLEMENT	17
SECTION 23.	"WITHOUT PAY" PRACTICES	17
SECTION 24.	NO STRIKE, NO LOCKOUT	18
SECTION 25.	LAY-OFFS AND REDUCTION IN FORCE	18
SECTION 26.	FINALITY OF PROVISIONS	18
SECTION 27.	PRIOR AGREEMENTS.....	19
SECTION 28.	SEPARABILITY OF PROVISIONS	19
SECTION 29.	EMPLOYEE RIGHTS	19
SECTION 30.	MANAGEMENT RIGHTS	21
SECTION 31.	EFFECTIVE DATE	21
SECTION 32.	FISCAL EMERGENCY.....	22
SECTION 33.	ADA	22

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MEMORANDUM OF UNDERSTANDING

Between and For
THE CITY OF NAPA

And

ADMINISTRATIVE, MANAGERIAL AND
PROFESSIONAL EMPLOYEES

For

January 1, 2020 through December 31, 2022

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.), the City Charter of the City of Napa, and applicable ordinances and resolutions of the City of Napa, by and between the City of Napa (hereinafter City) and the Administrative, Managerial and Professional Employees (hereinafter AMP). City and AMP may collectively hereinafter be referred to as the "Parties." As a result of meet and confer sessions, the City and AMP have agreed to the following:

Section 1. Recognition

- 1.1 The City recognizes AMP as the certified employee organization representing all employees in the classified service defined by previous or subsequent legislative policy as administrative, managerial, or professional. As used in this MOU, "Member" refers to mid-management level personnel in the administrative, managerial and professional position classifications, exclusive of heads of department, those personnel excluded under Section 3 of Resolution No. 74-319, City Council Resolution No. 79-236, City Council Resolution No. 83-64, and Napa Municipal Code Sections 2.08.090, 2.24.070 and 2.48.010, and unclassified mid-management level classifications. Unclassified mid-management level classifications include the Assistant City Attorney, Community and Media Relations Manager, Deputy City Attorney, and the Deputy City Manager. The wages and benefits for these classifications shall be consistent with this Agreement as set forth in City Council Resolution 2020-008. A current list of Member classifications is attached as Exhibit A and any modification to the list of classifications will be subject to the meet and confer process and documented by City Council Resolution.
- 1.2 AMP agrees that, upon the adoption of policies by the City Council and/or by City Management, the employees represented by AMP will represent and support such adopted policies. The foregoing shall not be interpreted to restrict any such employee from exercising his or her rights to exercise free speech under the U.S. Constitution and the Constitution of the State of California.

Section 2. Term

The term of this MOU shall be January 1, 2020 through December 31, 2022. However, because some terms, provisions and benefits under this MOU do not become effective until dates subsequent to the initial effective date of this MOU, no employee shall be entitled to any term, provision or benefit under this MOU unless he or she is actively and regularly employed by the City

EXHIBIT A

on the date such term, provision or benefit becomes effective; any employee who retires, is terminated or otherwise discontinues regular and active employment with the City shall not be entitled to any term, provision or benefit that first becomes effective after that employee's last date of active and regular employment with the City, irrespective of the fact that such employee's active and regular employment ended subsequent to the initial effective date of this MOU.

This MOU is intended to and shall supersede any prior agreements between the Parties, including the parties previous MOU (City Agreement No. 2017-396) dated January 1, 2018, and any side letters not specifically incorporated herein.

Section 3. Compensation

- 3.1 The City hereby approves the salary increase for each position identified in Exhibit "A" in the percentage amounts of 3.0% (effective with the pay period that begins January 25, 2020), 3.0% (effective the pay period that begins on December 26, 2020) and 3.0% (effective the pay period that begins on December 25, 2021). After these salary increases are implemented on their respective effective date (January 25, 2020, December 26, 2020 and December 25, 2021), the top of the salary range for each position is as identified in Exhibit "A," attached hereto and incorporated herein by reference.

Members will receive a one-time lump sum payment of \$265.00, to be issued on their paycheck dated January 31, 2020.

- 3.2 Survey Cities. 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.

Historically, the survey universe included the following cities: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo, and in the event both Livermore and Pleasanton did not have the classification to be surveyed, the jurisdiction that had the comparable classification was the one surveyed. The listed survey cities may also be used for preparing recommendations on setting salaries for AMP reclassifications or the creation of new AMP classifications. Benchmark classifications and internal relationships are noted in Exhibit B. The historical benchmarks (Exhibit B) and any surveys performed by the Parties will be informational only.

- 3.3 Employment transactions which effect a Member's pay or retirement contributions (such as merit increases, promotions, transfers, reclassifications, starting and ending specialty pays, and acting assignments) shall be effective the beginning of the pay period in which the transaction occurs.
- 3.4 Compensation Survey. The parties agree that surveys of wages and benefits of employees performing comparable work for comparable agencies provide information useful in evaluating

EXHIBIT A

whether salaries and benefits are at a level that attracts and retains quality employees. The City agrees to conduct an external compensation study, which includes retiree medical, using benchmark classifications. The parties will meet on or before March 1, 2022 to determine benchmark classifications to be surveyed along with the process and methodology for gathering data for the survey classifications. A report will be issued no later than September 1, 2022. The survey results will be informational only.

- 3.5 The parties agree that, within twelve (12) months of City Council adoption of the MOU, the parties will meet to confer over the issue of benchmark Compensation Survey with the goal of addressing any inaccuracies or deficiencies in the 2019 survey. Any changes to compensation will be by mutual agreement only.

Section 4. Health and Welfare

- 4.1 During the term of this MOU, the City will continue to offer the Kaiser HMO and Western Health Advantage medical plans.

For Members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the Member's enrollment status:

Employee only	\$ 675.00
Employee plus one	\$1,350.00
Family	\$1,795.00

- 4.2 The City will contribute the following amounts for dental benefits:

Employee only	\$ 53.00
Employee plus one	\$ 90.00
Family	\$138.00

In the event, the City participates in an optional health care plan that includes a Health Saving Account (HSA), premium savings between the City Kaiser HMO contribution and the optional HSA compliant plan, will be contributed into the employee HSA account.

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 through payroll deduction the amount of the premium, if any, which exceeds the City's contributions.

- 4.3 The City reserves the right at any time during the term of this MOU to change its insurance carriers, provided however, that the benefits of any new insurance plan shall be substantially equivalent to the benefits of the plan being replaced. If substantially equivalent benefits are not possible, the City agrees to meet and confer in advance with AMP regarding a replacement insurance plan.

EXHIBIT A

- 4.4 The City will pay the premium for life insurance of \$100,000 during employment of each Member. Retirees shall not be entitled to payment of the premium for said insurance policy by the City after retirement from City employment. However, retirees shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. (Reference MOU #4234, Section 14(d) dated 8-3-82).
- 4.5 Members shall have the option to purchase, solely at the Member's expense, additional life insurance through the City's insurance broker, up to the maximum allowed by the carrier.
- 4.6 Upon the expiration of this MOU, the dollar amounts then being paid for these insurance premiums by the City shall remain fixed until the execution of a subsequent MOU.
- 4.7 The City will continue to provide, in lieu of coverage under a health plan provided by the City, to a Member who provides proof of coverage comparable to that provided by the City through a spouse, registered domestic partner or parent, an in-lieu payment of five hundred dollars (\$500). Such payment will be in cash. The Member must complete a form provided by the City's Finance Department. Re-enrollment in a 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.
- 4.8 The City will continue allowing payment of certain dependent and health care expenses on a pre-tax basis under the provisions of IRS Code Sec. 125 and 129. The City will pay the administrative fees associated with the Flexible Spending Account (FSA).
- 4.9 The City and AMP have a shared interest in exploring options to reduce the cost of City-provided medical and dental benefits. AMP will participate in a Health Benefits Advisory Committee for the purpose of soliciting input for plan design and other plan options for the City's medical and dental plans. The committee shall be comprised of representatives from City employee bargaining groups and City management; committee meetings shall be held at a minimum on an annual basis and may meet more frequently as needed; and members of the committee shall make recommendations to management for consideration and implementation. Committee operating guidelines will ensure that AMP (and other employee groups) will have adequate time to undertake its internal review processes prior to members of the committee making recommendations to management. The Health Benefits Advisory Committee may be convened at the request of any bargaining unit President.

EXHIBIT A

Section 5. Tuition Reimbursement

Members shall be eligible for tuition reimbursement as provided in Policy Resolution 26. The maximum reimbursement that may be received by a Member in one fiscal year shall be \$1,200. Payment will be made in the fiscal year that the course is completed.

Section 6. Specialty Pay

Bilingual Pay

6.1 The City shall designate assignments within each department or work location eligible to receive Bilingual Pay. AMP may request additional positions be identified within departments or work locations. In addition, certain positions may require bilingual skills as a minimum qualification. Members in such positions who are certified bilingual shall receive additional compensation as Bilingual Pay.

6.2 Certification and Eligibility. A request to be certified bilingual must be approved by the Department Director and the City Manager. The Human Resources Director shall schedule Member(s) for a bilingual proficiency examination as needed, but not more than once per quarter. The examination may be written or oral, depending on the need identified by the Department Director, and shall be administered by a trained bilingual professional designated by the Human Resources Director.

Upon successful completion of a bilingual proficiency examination, a Member shall be certified as having bilingual skills, and if he or she occupies a designated assignment, will receive Bilingual Pay effective the beginning of the pay period following certification. If more Members are certified bilingual than the number of designated assignments within a department or work location, Members will be assigned by seniority.

6.3 Use of Bilingual Skills. A Member certified bilingual and occupying a designated bilingual assignment or position may be required to interpret or translate for departments or work locations he or she is not regularly assigned to, provided the requesting department has obtained approval from the bilingual Member's manager. A Member certified bilingual and receiving Bilingual Pay may not refuse to interpret or translate. Except in the event of an emergency, a bilingual Member who is not certified bilingual shall not be required to interpret or translate.

6.4 Bilingual Pay. A Member certified bilingual will receive as additional compensation, 3.5% of the Member's regular base salary for oral only skills and 4.0% of the Member's regular base salary for oral and written skills.

6.5 Termination of Bilingual Pay. A Member certified bilingual and receiving Bilingual Pay who transfers, promotes, is reassigned or is otherwise moved to an assignment or work location not designated as eligible for Bilingual Pay shall no longer receive Bilingual Pay. The City may also suspend Bilingual Pay when any of the following occurs:

EXHIBIT A

- a. The Member is placed on extended leave, other than when required under State or Federal law.
 - b. The Member voluntarily requests to have the Bilingual Pay discontinued.
 - c. The Member is unable to meet the needs of the department or work location as determined by the City Manager.
- 6.6 Bilingual Pay is defined as compensation earnable to Members who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

City Surveyor

- 6.7 The City Manager has the authority to designate the person duly authorized and licensed to perform the responsibilities of the city surveyor (Government Code Section 66416.5 and Napa Municipal Code Section 16.08.035). This designation is typically given to the Public Works Director. In the event that the Public Works Director is not a licensed surveyor, the City Manager may designate a person under the management of the Public Works Director, to perform the responsibilities of the city surveyor (Napa Municipal Code Section 2.40.010). Any member designated by the City Manager to be the city surveyor will receive additional compensation of 5% of base salary to perform the city surveyor responsibilities.

Section 7. Safety Shoe Allowance

The City will provide an annual allowance of one hundred ninety dollars (\$190) for purchase of safety footwear to members identified by the City's Safety Program Manager. The allowance will be provided annually in March through a voucher system. Newly hired Members will receive a pro-rated amount based on hire date (for example, an employee hired on September 1 would receive 50% of the allowance (\$95).

Section 8. Retirement

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

- 8.1 Members shall be entitled to convert unused accumulated sick leave to service credit as provided under PERS Section 20965.
- 8.2 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.
- 8.3 A Member with military service is entitled to a military service credit up to a maximum of four (4) years of service granted under this section. The entire cost (both employer and employee

EXHIBIT A

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 in 1996 to include this provision).

- 8.4 The City shall deduct the Member's entire normal contribution required by PERS ("Normal Contribution") on a pre-tax basis pursuant to IRC Section 414(h)(2).
- 8.5 Effective September 25, 2001, the City shall provide the Indexed Level of the 1959 Survivors Benefit, pursuant to Government Code Section 21574.5. The City agrees to pay the Member's monthly contribution for this benefit.
- 8.6 Members shall receive the single-highest year retirement benefit under Government Code Section 20024.2 for miscellaneous Members.
- 8.7 For Members hired on or before December 20, 2012, the City will contract with PERS to provide for the two-point seven percent (2.7%) at age fifty-five (55) retirement plan as specified in Government Code Section 21354.5. Final compensation shall be based on the Member's single-highest year of pensionable compensation.
- 8.8 For eligible Members hired on or after December 21, 2012 who meet the definition of "classic member," the City will contract with PERS to provide for the two percent (2.0%) at age sixty (60) retirement plan as specified in Government Code Section 21353. Final compensation shall be based on a three-year average of pensionable compensation, as provided by Government Code Section 20037.
- 8.9 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 age sixty-two (62) retirement plan 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 of pensionable compensation.
- 8.10 The determination of whether a member is a 'classic member' or a 'new member' is made by CalPERS.

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").

- a. Pursuant to Government Code Section 20516, all Members will contribute the Cost Share of an additional 4.5% towards the employer rate. The Cost Share will be placed into their member account. The total member contributions for Members are as appears in the table below:

EXHIBIT A

Retirement Tier	PERS Plan	Pre-Tax Required Member Contribution	Pre-Tax Additional Member Contribution	Total Member Contribution
1	2.7% @ 55	8%	4.5%	12.50%
2	2.0% @ 60	7%	4.5%	11.50%
3	2.0% @ 62	One-Half Normal Cost (currently 6.75%)	4.5%	4.5% plus One-Half Normal Cost (currently 11.25%)

- b. The City shall provide AMP 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.
- 8.11 The City will provide retiree's health insurance reimbursement (as described in the latter part of this provision) provided that the Member meets and abides by all of the following qualifications:
- (1) The Member must have worked for the City a minimum of ten (10) years and taken a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.
 - (2) The full cost of a retired Member's participation in the City's retiree medical plan will be deducted from the Member's retirement check subject to item (3) below.
 - (3) A retired Member will no longer be eligible to participate in the City's retiree medical plan should the Member elect to be covered by another medical plan. Furthermore, it is agreed that, for a retired Member who once waives his or her participation in the City's retiree medical plan coverage, such waiver shall be irrevocable.
 - (4) Members who retired prior to July 1, 2010 and who elected to be covered by a Kaiser individual medical plan or through an AARP-sponsored plan shall not be considered to have waived participation in the City's medical plan coverage. Said retired Members will be eligible to participate in the City's annual open enrollment period for retiree medical plan coverage.
 - (5) Supplemental Payments
 - a) A Member retiring and who meets the conditions described above will receive a supplemental payment by the City toward the Member's retiree medical coverage

EXHIBIT A

of \$274.00 per month. 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 in the event 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.

- b) The dollar amount of the supplemental payment for retiree health insurance shall be fixed and remain at the rate in effect upon the date of retirement.
 - c) Upon notification prior to retirement, the City agrees to defer supplemental retiree health payments up until the age of Medicare eligibility. Supplemental payments will not be banked during the deferral period. When the retiree initiates implementation of the retiree supplemental payments, the monthly amount will not exceed the amount provided for in the MOU at the time of retirement.
 - d) Retired Members who accept reimbursement from the City may be precluded from receiving a subsidy under the Affordable Care Act.
- (6) The retired Member must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The Medicare supplemental insurance premium, along with the cost of the retiree's private health plan, will become the new maximum that the City will pay up to in accordance with Section 8.11, above.

Section 9. Reopener

- 9.1 In the event that amendments to, or judicial or administrative interpretations of, the Fair Labor Standards Act and/or its regulations impose any new financial, staffing, or other increased obligations on the City, then the City has the right to reopen and renegotiate any provision or practice inside or outside this MOU, to recoup the added cost attributable to the AMP bargaining unit.
- 9.2 During the term of this MOU, in the event that a newly created or reclassification of an existing NCEA position results in a decrease of the existing pay differential between the NCEA position and an AMP position, a review of the internal salary relationship between the NCEA position and the

EXHIBIT A

AMP position will be undertaken. The basis of claiming compression or compaction will include the assessment of whether or not differentials of less than 10% resulted from the new or reclassified NCEA position. This analysis will be limited to an assessment of the internal relationship between these classes and will not include or reflect data from an outside market survey.

Section 10. Management Leave

10.1 Members shall receive management leave of 104 hours (13 days) each year.

a. Management leave shall be prorated for employees hired or promoted into AMP-represented positions partway through the year and shall be made available the first of the month following their date of hire or promotion. Members transitioning from eighty hours to 104 hours will have their additional allocation issued on the January 31, 2020 paycheck.

10.2 Members may cash out up to fifty percent (50%) of their annual management leave accrual and the balance shall be used during the calendar year granted or forfeited. Management leave must be cashed out by the first payroll period in December.

10.3 The City Manager is authorized to allocate up to two (2) days additional management leave to Members authorized to receive management leave, if they have worked above and beyond what would be considered normal work requirements during an emergency event. The Member has the option of taking the additional management leave in time off or in the form of pay.

Section 11. Vacation

Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-4	120.00
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.

11.1 Vacation Accrual Cap

a. 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).

EXHIBIT A

- i. Bargaining unit employees may accrue more than two hundred eighty (280) hours of vacation during the calendar year, but vacation hours in excess of 280 ("excess hours") are not vested and may not be carried over into subsequent years.
 - ii. During the month of December, bargaining unit members will have the opportunity to donate any excess hours to the City's catastrophic leave bank.
 - iii. Except as provided in 11.1(b), below, all bargaining unit members with excess hours as of the last day of the pay period containing December 31 will have their accruals adjusted to 280 hours.
 - b. The City Manager may approve an additional forty (40) hours of carryover accrued vacation hours for special purposes.
- 11.2 For the term of this MOU, AMP Bargaining Unit Members may cash out vacation under the following circumstances:
- a. During the month of December of each year, each bargaining unit member must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave.
 - b. Employees facing an unforeseen emergency may apply for an exception to the irrevocable election consistent with Internal Revenue Service, Treasury §1.457-6(c)(2)(i), §1.457-6(c)(2)(ii), and §1.457-6(c)(2)(iii).
 - c. Bargaining unit members are eligible to cash out the following amounts:
 - i. Members with an accrued vacation balance of 200- 279 hours at the time of cash out may elect to cash out up to 40 hours.
 - ii. Members with an accrued vacation balance in excess of 279 hours at the time of cash out may elect to cash out up to 80 hours.
 - d. Cash outs must be made by the first payroll period in December of the following year. Vacation balance after cash out cannot be negative.

Section 12. Sick Leave

- 12.1 Members shall accrue twelve (12) days sick leave benefit per year (Option 1). Once a year, during the month of December, Members may convert from the twelve (12) days sick leave accrual to four (4) days sick leave and four (4) days vacation leave accrual (Option 2) or no (0) days sick leave and

EXHIBIT A

six (6) days vacation leave accrual (Option 3). The conversion chart for the aforementioned options is shown below. Sick leave days converted to vacation leave under this Section may be used for sick leave purposes. Existing credits continue.

Option 1		Option 2		Option 3	
Years of Service	Hours/ Year	Years of Service	Hours/ Year	Years of Service	Hours/ Year
0-4	120	0-4	152	0-4	168
5-9	137.14	5-9	169.12	5-9	185.12
10-12	154.28	10-12	186.32	10-12	202.32
13-16	171.43	13-16	203.44	13-16	219.44
17-19	188.57	17-19	220.56	17-19	236.56
20+	205.71	20+	237.68	20+	253.68
96		32		0	

12.2 Members may convert existing sick leave balances to vacation days as follows:

- (1) A maximum of fifteen (15) sick leave days may be converted to vacation days, once a year, as described below, at a ratio of three (3) sick leave days to one (1) vacation day; and
- (2) A maximum of twenty (20) sick leave days may be converted to vacation days, once a year, as described below, at a ratio of four (4) sick leave days to one (1) vacation day.

Members wishing to exercise either or both of the above options must notify the Finance Department during the month of December. Conversion shall become effective at the end of the pay period which contains January 1.

Section 13. Bereavement Leave

In the event of a death in the immediate family of a Member, the Member shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled work days per occurrence. Such bereavement leave shall not be deducted from any accrued leaves including vacation, management leave, and/or sick leave. The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, registered domestic partner, child, parent of a Member's minor child, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, and stepchildren where there is a child-rearing relationship. At the request of the City, the Member will furnish a death certificate or newspaper announcement and proof of relationship.

EXHIBIT A

Section 14. State Disability Insurance (SDI)

Effective January 1, 2014, the City will implement short term California State Disability Insurance (SDI) for Members, the full cost of which is to be paid by the Members through a bi-weekly payroll deduction.

1. State Disability Insurance (SDI) integration will be made only when the employee is off work because of illness or disability, as defined by the California State Disability Program.
2. SDI integration will be made with accrued and unused sick leave first, and then, after exhaustion of all accrued sick leave, at the employee's option, with accrued and unused vacation leave, management leave, unless employee requests an alternative order of leave usage.
3. SDI integration will be made with paid holidays.
4. SDI integration will be made only when the combined total balance of the benefits to be integrated (i.e. sick leave, vacation, management leave) equals at least the number of hours which constitute the employee's normal work day (i.e. 8, 9, 10 or other, as may be the case).
5. The City will project the amount of SDI benefit to be received by an eligible employee for the purpose of integration in accordance with the foregoing, and the employee will provide the City with evidence of the SDI benefit received. The employee should cash/deposit the SDI check(s) received.
6. An employee who does not wish to file for SDI, however, shall notify payroll and no such integration shall be made.
7. Employees using SDI integration will be considered on "with pay" status.

Section 15. Deferred Compensation

- 15.1 A 457 Deferred Compensation Plan is available to all Members of AMP. The City of Napa will also make available a 401(a) Plan for AMP Members.
- 15.2 The City shall contribute one hundred dollars (\$100.00) per month for each Member to a City-provided 401(a) Plan. Contributions to a 457 Deferred Compensation Plan are made voluntarily by the Member. Effective the first pay period of each January, the City will make a lump sum payment of \$144 to the 401(a) deferred compensation account of each AMP bargaining unit member.
- 15.3 If Members decide to contribute funds to the 401(a) Plan, a common dollar contribution must be made by all Members of the unit. There is no required Member contribution nor is there a minimum dollar requirement.

EXHIBIT A

Section 16. Working Hours

- 16.1 The FLSA (Fair Labor Standards Act) defines a workweek as a fixed and recurring period of 168 hours comprising seven consecutive 24-hour periods (29 C.F.R. § 778.105). Daily working hours for Members shall be flexible. However, attendance will normally be required during at least six (6) core hours, which will be determined by the City on an individual basis. The six (6) core hours will be contiguous with the exclusion of a lunch break, which shall not exceed two (2) hours. Members may flex their work schedules within a workday or workweek, so long as they meet the normal work requirements of their position and the core hours requirement of their position.
- 16.2 It is agreed that all Members shall be on an official forty (40) hour work week, allowing for schedule modifications pursuant to Section 16.3.
- 16.3 The City agrees to consider implementing modified work schedules (i.e., 4-10, 9-80) at the request of Member(s) or at the initiative of the City. Requests made by Members shall not be binding upon other Members. Flexible or modified work schedules may be piloted on a trial-basis to determine workplace impacts, and then implemented as a regular schedule, upon approval of the Department Director. Modified work schedules are subject to the approval of the Department Director and the City Manager, with the needs of the City, service to the public and the needs of the Member(s) being considered.

Section 17. Acting Pay and Out of Class Pay

- 17.1 Acting Pay. A Member temporarily assigned 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. The Member must meet the minimum qualifications of the higher classification.
- a. Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate at least five percent (5%) above the Member's regular base salary or A step of the higher classification, whichever is higher, except that, in no circumstance shall the salary exceed the top step of the higher classification
 - b. An acting assignment shall be limited to a term of six months. An extension of an acting assignment must be approved by the Human Resources Director. Acting assignments to a vacant position are limited to 960 hours.
- 17.2 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 but who does not meet the minimum qualifications of the higher classification, will receive Out of Class Pay at a rate of at least five percent (5%) above the

EXHIBIT A

Member's regular base salary. An Out of Class assignment must be approved by the City Manager.

- a. An out of class assignment shall be limited to a term of six months. An extension of an existing out of class assignment must be mutually approved by the Member, the Department Director and the Human Resources Director.

17.3 Acting Pay and Out of Class Pay are defined as Temporary Upgrade Pay, which is compensation earnable to Members who are required by the City to work in an upgraded position or classification of limited duration. As noted in Section 17.2(1) above, Out of Class Pay granted while the employee continues to engage in their regular job duties is not compensation earnable for purposes of reporting to PERS.

17.4 Temporary, Short-Term Assignment Pay.

In recognition of unique circumstances to address intermittent staffing needs, the City Manager or designee may approve out of class pay to Members serving in a voluntary capacity for a temporary assignment, outside of the AMP bargaining unit that is not a temporary upgrade to a higher classification. Such assignment will be made on an as needed basis to address critical staffing needs.

- a. The assignment shall be limited to a term of 6 months unless extended by a recommendation from the Department Director and Human Resources Director, subject to the Member's voluntary agreement, and final approval from the City Manager.
- b. The Member will be paid an hourly rate equivalent to his or her regular hourly rate or the hourly rate of the assigned classification, whichever is greater.
- c. The Member will be paid overtime if he or she is assigned to work the temporary assignment outside his or her normal shift. However, the Member will not receive overtime for any work performed within his or her normal assignment.
- d. Availability to work will be subject to approval of the Member's Department Director.
- e. The temporary, short-term assignment does not constitute Temporary Upgrade Pay and is not compensation earnable for purposes of reporting to PERS.
- f. Members will not accrue additional leave benefits based on the hours worked for the temporary short-term assignment.
- g. The assignment can be terminated by the City or Member with at least one-week notice.

EXHIBIT A

Section 18. Advancement Within Flexibly-Staffed Classifications

Flexibly staffed classifications are those so defined by adopted class specifications. Advancement from one level of a flexibly-staffed classification to the next level of a flexibly-staffed classification (e.g., from Management Analyst I to Management Analyst II), may occur when a position is authorized at the higher level, but filled at the lower level, and there is a Departmental need. At such time, upon the request of either the Department Director or the Member, incumbents may advance to the higher level upon attainment of the required training, education, and/or experience, and has demonstrated proficiency in the Member's area of assignment. The requirements for advancement within a flexibly-staffed series are those established by the adopted class specification.

Upon such advancement, the Member's salary will be adjusted to a salary step that provides at least a 5% increase above the Member's current salary, except that, in no circumstance shall the salary exceed the top step of the higher classification

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

Section 19. Performance Bonus

Upon recommendation of the Department Director and the approval of the City Manager, a Member may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of annual base salary only for special and outstanding performance in accordance with the City's Administrative Policy entitled "Criteria for Annual Performance Pay System." Such bonus will be paid in a one-time, lump-sum payment, generally within thirty (30) days of approval, and shall be subject to legal and required tax deductions.

Section 20. Holidays

20.1 The recognized holidays for all Members shall be:

Martin Luther King's Birthday	
Presidents Day	Veterans Day
Indigenous Peoples Day (previously Columbus Day)	Labor Day
New Year's Day	Memorial Day
Independence Day	Thanksgiving Day
Floating Holiday	Day After Thanksgiving
Christmas Eve Day	Employee's Birthday
Christmas Day	

and observed with the following provisions:

EXHIBIT A

- (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) When a Member's regular day off falls on the regular day granted as a holiday, another day between the holiday and the end of the year shall be granted on an individual basis. Department Directors shall have the authority to schedule such "floating" days according to the needs of the service and the wishes of the Member in that order.
- (4) The Member Birthday Holiday may be taken at a time mutually agreeable between the Member and the Member's Department Director at any time during the calendar year consistent with the provisions for a floating holiday noted below in Section 20.1(5).
- (5) In lieu of the Admission Day Holiday, Members will be entitled to a Floating Holiday, scheduled by mutual agreement between the Member and the Department Director. The Floating Holiday must be used as a day off with pay, and Members will not be granted a day's pay in lieu of time off. Floating Holidays may not be carried over into a succeeding calendar year.
- (6) A holiday is defined as eight hours. Members on an alternative work schedule whose regular scheduled working hours on the date of a holiday exceed eight hours; will take eligible paid leave for the remainder of their shift.

Section 21. Dues Deduction

The City agrees to continue to provide a Member payroll deduction for AMP regular dues so long as a signed authorization remains on file.

Section 22. Workers' Compensation Supplement

The City shall provide Workers' Compensation supplement, so that each Member shall receive up to sixty (60) calendar days at full salary and benefits from a job-related injury.

Section 23. "Without Pay" Practices

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

- 23.1 An administrative 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 Director. The requirement for thirty (30) days' advance written request may be waived at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable.

EXHIBIT A

- 23.2 No benefits are accrued while on "without pay" status; but when a Member resumes work, their Member 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.
- 23.3 No benefits shall be paid by the employer for the period of time while a person is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.).
- 23.4 A Member on "without pay" status shall compensate the City of Napa on a pro rata basis for any prepaid benefits (health insurance, life insurance, dental insurance, etc.).
- 23.5 "Without pay" status shall not be authorized to persons with probationary status unless recommended by the Department Director and approved by the City Manager, it being understood that the probationary period shall be automatically extended by the number of days of absence.
- 23.6 "Without pay" shall be charged on an hour-for-hour basis.
- 23.7 If the "without pay" status includes or precedes a holiday, the Member will not receive pay for the holiday.

Section 24. No Strike, No Lockout

The City will not lock out AMP or any Members thereof, and neither AMP nor any Members thereof will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

Section 25. Lay-Offs and Reduction in Force

If it becomes necessary, due to lack of funds, organizational change, or other cause to abolish or consolidate positions thereby resulting in a Member's termination, the Member(s) shall be notified of such possibility no less than one hundred twenty days (120) days prior to the effective date. Member(s) shall be notified no less than ninety (90) days prior to the effective date of any temporary layoff.

Section 26. Finality of Provisions

- 26.1 This MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein.
- 26.2 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the

EXHIBIT A

scope of representation during the period of the term of this MOU, except regarding the interpretation of this MOU. During the term of this MOU, there will be no change in any benefit provided in this MOU without the mutual consent of the City and AMP. There will be no change in any matter outside this MOU but within the scope of representation without advance notice and an opportunity to meet and confer on such change. The foregoing shall not preclude the Parties hereto from meeting and conferring at any time during calendar year 2020 and 2022 with respect to any subject matter within the scope of representation for a proposed MOU between the Parties to be effective on or after January 1, 2022.

Section 27. Prior Agreements

The parties understand and agree that this Memorandum of Understanding supersedes all prior Memoranda of Understanding and sideletters thereto. The MOU also supersedes any rules, benefits, and practices, which are inconsistent with the terms of this Memorandum of Understanding. However, this MOU shall not supersede any ordinances, rules, benefits, or practices, which are consistent with its terms.

Section 28. Separability of Provisions

If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and the Parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 29. Employee Rights

29.1 Nothing in this MOU shall be construed to deny a Member all applicable rights afforded by law.

29.2 Grievance Procedure

- a. Definition: A grievance is any dispute which involves the interpretation, application, or claimed violation of any provisions of this Memorandum of Understanding, which actually affects one or more members.

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.

- b. Procedure: A grievance shall be filed according to the following procedures:

Step 1. An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor within fourteen (14) calendar days of the event giving rise to the grievance.

EXHIBIT A

Step 2. AMP, on behalf of any Member who believes that he/she has a grievance, may within fourteen (14) calendar days upon the completion of Step 1, present the grievance in writing to the immediate supervisor directly involved in the event. Grievances not presented within the time period shall be deemed to be waived and the event giving rise to the grievance shall remain unaltered in any respect.

The Step 2 grievance shall contain the following:

1. A statement of the alleged grievance;
2. The date of the alleged grievance;
3. The specific section(s) of this MOU allegedly violated; and
4. The remedy requested.

When the immediate supervisor is also the department head, the grievance shall be presented directly at Step 3 within twenty-one (21) calendar days of the event giving rise to the grievance.

Step 3. If the grievance is not resolved with the immediate supervisor, AMP, on behalf of the Grievant, may within seven (7) calendar days from the completion of Step 2 submit the grievance in writing to the Department Head for consideration, with a copy to the Human Resources Director.

The Department Head or designee shall respond in writing to the Grievant, with a copy to the Human Resources Director within fourteen (14) calendar days after the submission of the grievance.

Step 4. If the matter is not resolved at Step 3, AMP, on behalf of the Grievant shall, within fourteen (14) calendar days of receiving the Department Head's response, submit the grievance to the City Manager, with a copy to the Human Resources Director, for final disposition. The Step 4 grievance shall include a summary of why the Grievant disagrees with the Department Head decision. The City Manager or designee shall respond in writing to the Grievant, with a copy to the Human Resources Director, within fourteen (14) calendar days after the submission of the grievance.

Step 5. If the matter is not resolved at Step 4, and at the request of AMP, on behalf of the Grievant, the matter may be referred to a disinterested third-party Mediator. The Mediator may be selected by mutual agreement of the parties or provided by the State Mediation and Conciliation Service. Each side will bear its own costs for said mediation, and the actual cost for the Mediator will be shared equally between the City and the Grievant.

If the parties are unable to resolve the matter through mediation, the Mediator will make a recommendation, which shall be advisory only and shall not be binding. Recommendations involving grievances which seek monetary relief shall be limited to a maximum of 60-days' retroactivity.

The Mediator's recommendation shall be submitted to the Grievant and to the City Manager or designee. The City Manager or designee shall consider the Mediator's recommendation and, within fourteen (14) calendar days of receiving the recommendation, notify the Grievant in writing whether his or her previous position has been modified with a detailed explanation of said decision. The City Manager or designee's decision shall be final.

EXHIBIT A

- c. Extension of Time Limits: The above-specified time limits may be extended by mutual written agreement between the parties. Failure of the Grievant or AMP, on behalf of the Grievant, to act within the specified time limits, unless extended, shall be deemed withdrawal of the grievance. Failure by the City to act within the specified time limits, shall be deemed denial of the grievance and cause the grievance to be moved to the next level of the grievance procedure.

Section 30. Management Rights

The City shall have management rights, including but not limited to the following, except as otherwise limited by this MOU, State and Federal law, City ordinance, and City Charter.

To manage and direct its business and personnel; to manage, control and determine the mission of its Departments, divisions, committees, consultants, facilities, equipment and operations; to create, change, combine or abolish jobs, services and facilities in whole or in part; to assign or reassign employees to certain duties or shifts or from one existing duty schedule to another; to relieve employees from duty or to reduce or adjust such duties because of lack of work or other reasons considered by the City to be legitimate; to direct the work force, set standards of service and assign other additional duties as may be necessary or desirable to maintain the efficiency of City operations; to determine the number of employees needed and increase or decrease the work force; to hire, train, transfer, promote and demote employees; to determine the procedures and standards of selection for employment and promotion; to establish schedules of operations, work standards and reasonable workloads; to schedule working hours, shifts and overtime necessary to meet minimum man power requirements and emergency conditions; to adopt rules of conduct and penalties for violation thereof; to make reasonable rules and regulations pertaining to employees consistent with this MOU; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and service to be provided; to determine the methods, processes and means of providing services; to take all necessary actions to carry out its mission in emergency situations; to reorganize the administrative structure of City departments, except to the extent that any such reorganization effects the employment conditions of Members as contemplated by State law to be within the scope of meet and confer.

Section 31. Effective Date

- 31.1 The individuals executing this MOU on behalf of the City and AMP hereby warrant and represent that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of the City and AMP. This representation shall specifically mean that the individuals executing this MOU on behalf of the City are duly authorized by the City Council; and the individuals executing this MOU on behalf of AMP are duly authorized by AMP. Except as otherwise specified herein, each term of this MOU shall be effective upon the date this MOU is last signed by the duly authorized representatives of the City and AMP.

EXHIBIT A

- 31.2 The Parties shall use their best efforts to commence the meet and confer process prior to September 30, 2022 with respect to an MOU to take effect January 1, 2023.
- 31.3 Upon expiration of this MOU, the terms and provisions herein shall continue in effect until a successor MOU is reached. In the event that an initial proposal is not submitted by any party prior to November 30, 2022, all Parties shall be deemed to have waived their right to modify the MOU for the following fiscal year.

Section 32. Fiscal Emergency

After all other General Fund (non-restricted) and discretionary reserve contingency funds are exhausted and it becomes necessary for the City to use funds from its Emergency Reserves (as defined by City fiscal policy adopted in Fiscal Year Budget, 2019-2021 which is 14% of the General Fund budgeted operating expenditures, excluding "Transfers Out") for non-emergency, operational purposes, or in the event of an unanticipated event causing a fiscal crisis, the City shall have the right to re-open this MOU for the purpose of negotiating the effects of a fiscal emergency, after first conducting a public hearing and declaring thereafter that a fiscal emergency exists in the City of Napa.

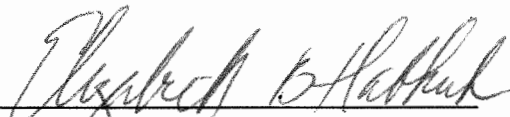
Section 33. ADA

The City and AMP recognize that the City has an obligation under the Americans with Disabilities Act (ADA) to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. AMP will be advised of any proposed accommodation prior to implementation which is in potential conflict with this MOU or past practice on any wage, hour or working condition. AMP will be afforded an opportunity to consult with the City about the impact of such accommodations(s).


EXHIBIT A

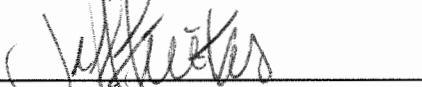
This Memorandum of Understanding is executed at Napa, California on this 8th day of September, 2020.

CITY OF NAPA



Liz Habkirk, Deputy City Manager

ADMINISTRATIVE, MANAGERIAL AND
PROFESSIONAL EMPLOYEES

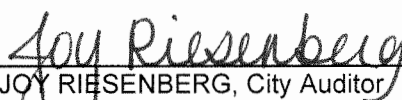

Gus Ulloth, President


Jeff Freitas, Vice President

ATTEST:


TIFFANY CARRANZA, City Clerk

COUNTERSIGNED:


JOY RIESENBERG, City Auditor

APPROVED AS TO FORM:



MICHAEL W. BARRETT, City Attorney

EXHIBIT A

AMP MOU - ATTACHMENT A JOB CLASSIFICATIONS AND MAXIMUM ANNUAL SALARY RANGES

Job Title	EFFECTIVE DATE		
	1/25/2020	12/26/2020	12/25/2021
ACCOUNTANT	97,297	100,216	103,222
ACCOUNTING AND AUDIT SUPERVISOR	126,770	130,573	134,491
ADMIN SERVICES MANAGER	126,770	130,573	134,491
ADMINISTRATIVE ASSISTANT	93,051	95,843	98,718
AFFORDABLE HOUSING REP	94,890	97,736	100,669
AFFORDABLE HSNG PROGRAM SUPV	109,123	112,397	115,769
ASSIST HUMAN RESOURCE DIRECTOR	143,311	147,610	152,039
ASSISTANT ENGINEER	109,740	113,033	116,424
ASSISTANT HOUSING MANAGER	124,608	128,347	132,197
ASSOCIATE CIVIL ENGINEER	122,081	125,743	129,515
ASSOCIATE PLANNER	106,789	109,993	113,293
ASSOCIATE TRAFFIC ENGINEER	117,499	121,024	124,655
CHIEF BUILDING OFFICIAL	154,504	159,139	163,913
COMMUNICATIONS MANAGER	141,416	145,658	150,028
CONSTRUCTION MANAGER	132,718	136,699	140,800
CONSTRUCTION MANAGER - PE	135,377	139,438	143,621
CONTROL SYSTEMS ADMINISTRATOR	119,011	122,582	126,259
CONTROL SYSTEMS ANALYST	109,006	112,276	115,644
DEPUTY CHIEF BUILDING OFFICIAL	132,718	142,140	146,404
DEPUTY CITY CLERK	108,097	111,340	114,681
DEPUTY PUB WKS DIRECTOR - ENG	177,891	184,370	189,901
DEPUTY PUB WKS DIRECTOR - OPS	177,891	184,370	189,901
DEPUTY UTILITIES DIRECTOR	177,891	184,370	189,901
DEVELOPMENT PROJECT COORDINATOOR	110,110	113,413	116,816
ECON DEVELOPMENT MGR	143,794	148,108	152,551
EMERG MED SERVICES SPECIALIST	141,416	145,658	150,028
FINANCE ANALYST	126,770	130,573	134,491
FINANCE MANAGER	152,918	157,505	162,231
FIRE DEPT ADMIN SERVICES OFCR	126,770	130,573	134,491
FIRE MARSHAL	154,504	159,139	163,913
FLEET MANAGER	126,093	129,875	133,772
GIS COORDINATOR	109,006	121,540	125,186
HOUSING MANAGER	162,453	167,326	172,346
HOUSING REHAB PROGRAM SUPV	109,123	112,397	115,769
HUMAN RESOURCES MANAGER	126,770	130,573	134,491
INFORMATION TECHNOLOGY MANAGER	162,453	167,326	172,346
JUNIOR ENGINEER	99,751	102,744	105,826
MAINTENANCE SUPERINTENDENT	120,717	124,339	128,069
MANAGEMENT ANALYST I	97,711	100,642	103,662
MANAGEMENT ANALYST II	108,097	111,340	114,681
MATERIALS DIVERSION ANALYST	108,097	111,340	114,681
MATERIALS DIVERSN ADMINISTRATR	126,770	130,573	134,491

EXHIBIT A

AMP MOU - ATTACHMENT A JOB CLASSIFICATIONS AND MAXIMUM ANNUAL SALARY RANGES

Job Title	EFFECTIVE DATE		
	1/25/2020	12/26/2020	12/25/2021
PARKING PROGRAMS MANAGER	135,377	139,438	143,621
PARKSURBANFORESTERYMANAGER	159,397	164,179	169,104
PERSONNEL MANAGER	126,770	130,573	134,491
PLAN CHECK ENGINEER	122,081	125,743	129,515
PLANNING MANAGER	143,794	157,590	162,318
POLICE RECORDS BUREAU ADMIN	113,443	116,846	120,352
PROPERTY MANAGER	119,614	142,140	146,404
PUBLIC SAFETY ADMIN SCVS MGR	145,778	150,151	154,656
PUBLIC WORKS OPERATIONS MGR	159,397	164,179	169,104
PURCHASING AGENT	103,130	106,224	109,410
PURCHASING SERVICES MANAGER	126,770	130,573	134,491
RECORDS ANALYST	97,711	102,176	105,241
RECREATION MANAGER	143,794	148,108	152,551
RECREATION SUPERINTENDENT	120,717	124,339	128,069
RECREATION SUPERVISOR	105,363	108,524	111,779
RENTAL ASSIST PROGRAM SUPV	109,123	112,397	115,769
REVENUE OPERATIONS SUPERVISOR	113,443	125,660	129,430
SAFETY ANALYST	97,711	100,642	103,662
SAFETY OFFICER	108,097	111,340	114,681
SENIOR ACCOUNTANT	108,097	111,340	114,681
SENIOR CIVIL ENGINEER	135,377	141,110	145,343
SENIOR DEVELOPMENT PROJ COORD	121,141	124,776	128,519
SENIOR PLANNER	121,141	124,776	128,519
SENIOR TRAFFIC ENGINEER	135,377	139,438	143,621
STREETS AND ELECTRICAL MANAGER	145,089	149,442	153,925
SYSTEMS ADMINISTRATOR	119,011	122,582	126,259
SYSTEMS ANALYST	109,006	112,276	115,644
TRANSPORTATION PLANNER I	94,479	97,313	100,233
TRANSPORTATION PLANNER II	106,789	109,993	113,293
WATER DISTRIB SUPERINTENDENT	134,525	138,561	142,718
WATER GENERAL MANAGER	164,716	169,657	174,747
WATER QUALITY ANALYST	104,527	107,663	110,893
WATER QUALITY LAB SUPERVISOR	114,972	118,421	121,973
WATER QUALITY MANAGER	141,416	145,658	150,028
WATER RESOURCES ANALYST	108,097	111,340	114,681
WATER TREATMENT MANAGER	132,718	136,699	140,800

EXHIBIT A

EXHIBIT B HISTORICAL BENCHMARK

Class Title	Napa Base Salary 1/18/14	Benchmarks	Notes
ACCOUNTANT	\$ 80,469	Market	
PURCHASING SERVICES MANAGER	\$ 85,293	6.00% above Accountant	R 2008 64
REVENUE OPERATIONS SUPERVISOR	\$ 93,822	16.6% above Accountant	
DEPUTY PUBLIC WORKS DIRECTOR - ENGINEERING	\$ 147,124	Market	Was Assistant Public Works Director
DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS	\$ 147,124	Same as Deputy Public Works Director - Engineering	
PUBLIC WORKS MAINTENANCE MANAGER	\$ 127,940	15% below Deputy Public Works Director - Engineering	R 2009 66
WATER GENERAL MANAGER	\$ 136,226	8% below Deputy Public Works Director - Engineering	R 2009 66
ASSOCIATE CIVIL ENGINEER	\$ 100,966	Market	
ASSOCIATE TRAFFIC ENGINEER	\$ 97,176	3.75% below Associate Civil Engineer	
ASSISTANT ENGINEER	\$ 90,760	11.24% below Associate Civil Engineer	
JUNIOR ENGINEER	\$ 82,498	10% below Assistant Engineer	
PLAN CHECK ENGINEER	\$ 100,966	Same As Associate Civil Engineer	
CHIEF BUILDING OFFICIAL	\$ 127,782	Market	R 2012 129
EMERGENCY MEDICAL SERVICES SPECIALIST	\$ 116,956	Market	R 2012 108/R2012 13
FINANCE MANAGER	\$ 126,469	Market	
FLEET MANAGER	\$ 104,283	Market	
STREETS AND ELECTRICAL MANAGER	\$ 119,993	15.06% above Fleet Manager	
INFORMATION TECHNOLOGY MANAGER	\$ 134,355	Market	
MANAGEMENT ANALYST II	\$ 89,400	Market	R 2008 63
ACCOUNTING AND AUDIT SUPERVISOR	\$ 104,842	Same as Admin Services Officer	
ADMINISTRATIVE ASSISTANT	\$ 76,958	10.61% below Management Analyst II	
ADMINISTRATIVE SERVICES MANAGER	\$ 104,842	Same as Admin Services Officer	R 2013 97
COMMUNICATIONS MANAGER	\$ 104,842	Same as Admin Services Officer	
DEPUTY CITY CLERK	\$ 80,810	10.61% below Management Analyst II	R 2012 108
FINANCE ANALYST	\$ 104,842	Same as Accounting & Audit Supervisor	
FIRE DEPARTMENT ADMINISTRATIVE SERVICES OFFICER	\$ 104,842	17.23% above Management Analyst II	R 2008 4
MANAGEMENT ANALYST I	\$ 80,810	10.61% below Management Analyst II	R 2008 63
MATERIALS DIVERSION ADMINISTRATOR	\$ 104,842	Same as Admin Services Officer	R 2005 83
MATERIALS DIVERSION ANALYST	\$ 89,400	Same as Management Analyst II	R 2005 84
PERSONNEL ADMINISTRATIVE SERVICES OFFICER	\$ 104,842	17.23% above Management Analyst II	R 2000 226
PROPERTY MANAGER	\$ 98,925	10.67% Above Management Analyst II	
PUBLIC SAFETY ADMINISTRATIVE SERVICES MANAGER	\$ 120,564	15.00% Above Fire ASO	R 2011 48
SAFETY OFFICER	\$ 89,400	Same as Management Analyst II	
WATER RESOURCES ANALYST	\$ 89,400	Same as Management Analyst II	R 2011 45
PARKS, TREES AND FACILITIES MANAGER	\$ 131,828	15.00% below Director of Parks and Recreation	R 2013 68
RECREATION SUPERINTENDENT	\$ 99,837	Market	
RECREATION SUPERVISOR	\$ 87,140	14.58% below Recreation Superintendent	
RENTAL ASSISTANCE PROGRAM SUPERVISOR	\$ 90,250	Market	R 2010 124
AFFORDABLE HOUSING PROGRAM SUPERVISOR	\$ 90,250	Same as Rental Assistance Program Supervisor	R 2010 124
AFFORDABLE HOUSING REPRESENTATIVE	\$ 78,477	15% below Affordable Housing Program Supervisor	R 2010 124
HOUSING MANAGER	\$ 118,523	31.33% above Rental Assistance Program Supervisor	R 2007 85 Prior Benchmark class of Housing Programs Coordinator abolished
HOUSING REHABILITATION PROGRAM SUPERVISOR	\$ 90,250	Same as Rental Assistance Program Supervisor	R 2010 124
SENIOR CIVIL ENGINEER	\$ 111,962	Market	
SENIOR TRAFFIC ENGINEER	\$ 111,962	same as Senior Civil Engineer	
SENIOR PLANNER	\$ 100,189	Market	
ASSOCIATE PLANNER	\$ 88,318	13.43% Below Senior Planner	R 2006 34
ECONOMIC DEVELOPMENT AND REDEVELOPMENT MANAGER	\$ 118,924	18.7% above Senior Planner	R 2001 167/ R 2001 258
PLANING MANAGER	\$ 118,924	18.7% above Senior Planner	R 2006 34/ R 2012 108
TRANSPORTATION PLANNER I	\$ 78,137	same as Assistant Planner	R 2013 80

EXHIBIT A

EXHIBIT B HISTORICAL BENCHMARK

Class Title	Napa Base Salary 1/18/14	Benchmarks	Notes
TRANSPORTATION PLANNER II	\$ 88,318	same as Associate Planner	R 2013 80
SYSTEMS ADMINISTRATOR	\$ 98,427	Market	R 2000 227
GEOGRAPHIC INFORMATION SYSTEMS COORDINATOR	\$ 90,153	9.15% below Systems Administrator	
SYSTEMS ANALYST	\$ 90,153	9.15% below Systems Administrator	R2010 171
WATER QUALITY ANALYST	\$ 86,447	Market	R2001 248
WATER QUALITY SUPERVISOR	\$ 95,086	10.00% above Water Quality Analyst	R 2009 66
WATER TREATMENT MANAGER	\$ 109,763	Market	R 2013 50
WATER DISTRIBUTION SUPERINTENDENT	\$ 111,258	1.36% above Water Treatment Manager	Prior Benchmark class of Water Operations Supervisor abolished
WATER QUALITY MANAGER	\$ 116,956	6.55% above Water Treatment Manager	R 2013 96

Classes Abolished Since 2008

HOUSING PROGRAMS COORDINATOR
PARKS SUPERINTENDENT
SENIOR CENTER SUPERVISOR
DEVELOPMENT ENGINEERING MANAGER
WATER OPERATIONS SUPERVISOR
WATER DISTRIBUTION SYSTEMS SUPERVISOR