

**City of Napa  
Total Tentative Agreement City of Napa (“City”) and Napa City Employees’ Association –  
Service Employees International Union Local 1021, CTW, CLC (“NCEA/SEIU Local  
1021”)  
June 3, 2026**

The parties agree that a Total Tentative Agreement for a successor Memorandum of Understanding (MOU) has been reached on the below items. This Total Tentative Agreement is contingent upon ratification by the bargaining unit and approval by the City Council. All items in the current MOU not identified in this total tentative agreement shall remain the same.

There shall be no retroactivity for any proposed enhancement in this Total Tentative Agreement. The effective date of any proposed enhancement in this total tentative agreement shall be the date identified in the tentative agreement, or the date the City Council approves the enhancement in a successor MOU, whichever is later. Accordingly, to the extent this Total Tentative Agreement identifies a date that is prior to the Council’s approval of a successor MOU, those dates shall be revised to the effective date of the successor MOU.

**Section 2. Term**

The term of this Memorandum of Understanding shall be July 1, ~~2024~~2026 through June 30, ~~2026~~2030.

This Memorandum of Understanding is intended to and shall supersede the parties' previous Memorandum of Understanding (City Agreement No. ~~2023-566C~~2024-689) dated ~~February 23, 2023~~ August 30, 2024.

### 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 2024, the survey universe included the following agencies: City of Antioch, City of Brentwood, City of Concord, City of Fairfield, City of Hayward, City of Livermore, Napa County, City of Petaluma, City of Pleasanton, City of Santa Rosa, City of Vacaville, and City of Vallejo.

The Salary table (attached in Exhibit A) identifies the salary range for the base salary for each member's classification. The salary table set forth on Exhibit A identifies the base salaries that were in effect as of July 1, ~~2024~~2026. The City will implement salary increases to the base salaries set forth on Exhibit A, in the percentages set forth below, effective on the first full pay periods following the identified dates:

- 3.502.00% effective the pay period beginning July ~~64~~, ~~2024~~ 2026.
  - 2.50% effective the pay period containing January 1, 2027.
  - 2.503.50% effective the pay period containing July 1, ~~2025~~ 2027.
  - 1.503.25% effective the pay period containing ~~January~~ July-1, 2026~~2028~~.
  - 2.85% effective the pay period containing July 1, 2029.
- The parties agree to a one-time internal compaction adjustment of 6% for the Street Maintenance Worker III base salary. This is due to the lead duties and responsibilities of this classification in connection with the Heavy Equipment Operator.

3.16 Field Training Officer Pay. Members in the Community Service Officers' Series who are assigned to a trainee shall receive hourly Field Training Officer Pay of five percent (5%) of base pay rate during hours when the trainee is assigned. To be eligible, the employee must be formally designated by the Police Department and must routinely and consistently perform training duties as part of their assigned responsibilities.

For Classic members, this pay may be reported as special compensation in accordance with CCR §571, provided all regulatory requirements are met.

For PEPRA members, this pay shall be reported as pensionable compensation only if it meets the definition of special compensation under CCR §571.1.

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 and twenty (1920) 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.

~~There shall be no carryover of CTO, and all CTO balances will be automatically cashed out in the last paycheck of the calendar year.~~ All CTO balances accrued through the pay period containing December 31 will be automatically cashed out at the employee's regular rate of pay during the first full pay period following December 31. CTO balances shall reset to zero each year following the automatic cash out.

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.

12.10 The City will provide retiree's health insurance reimbursement of two hundred and ~~forty-four~~seventy-four dollars (~~\$244~~274) provided that the member meets and abides by all of the following qualifications:

**Section 14. Vacation**

14.1 Vacation shall be accrued as follows:

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

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

Effective the payroll period beginning July 4, 2026, and on a go forward basis, full-time service in a City, County, State, Federal Agency, or Special District will be counted for purposes of determining years of service for vacation accrual tier under Section 14 for all employees.

In order to receive credit for these services years, members must complete a request with Human Resources and provide documentation to substantiate prior employment years of service. This credit will be applied to the pay period following the submission of this documentation after approval by Human Resources.

14.2 Vacation Accrual Cap

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

14.3 Vacation Leave during probation period is not allowed, unless pre-approved prior to a member’s first day of employment and included in their offer letter. This does not apply to the classifications listed in Section 4.2(b).

14.4 For the term of this MOU, NCEA/SEIU Bargaining Unit Members may cash out vacation under the following circumstances:

- a) During the month of December 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)(ii).
- 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 10 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 20 hours.
- d) Cash outs must be made by the last paycheck in December of the following year. Cash outs must be for vacation accrued during the calendar year in which they are being cashed out (i.e. you must have earned 40 hours in the calendar year before you are eligible to cash out 40 hours). Vacation balance after cash out cannot be negative.

## Section 15. Holidays

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

New Year's Day	Indigenous Peoples' Day
Martin Luther King Jr's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
<del>Cesar Chavez Day</del>	Day after Thanksgiving
<u>Farmworkers Day</u>	Christmas Eve Day
Memorial Day	Christmas Day
<u>Juneteenth</u>	Floating Holidays (21)
Independence Day	(One in lieu of birthday; <del>one in honor of Juneteenth</del> )
Labor Day	

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

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

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

- 15.2 Holiday Pay for the Public Safety Dispatcher Series (Public Safety Dispatch Supervisor, Public Safety Dispatcher I/II and Public Safety Dispatch Call Taker), ~~and~~ Community Service Officers and Parking Enforcement Officers.

~~-The City shall have the right to schedule members in the Public Safety Dispatcher Series, Community Service Officers I/II, and Public Safety Dispatcher Series-Parking Enforcement Officer classifications 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 base pay rate times the number of fixed holidays in a calendar year (i.e. the 134 holidays listed in Section 15.1). As used in this section, straight time pay and it includes additional pays such as bilingual and shift differential. As used in this section, time and one-half 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 timebase pay rate for hours worked on holidays that fall on their regularly scheduled work days).
- ~~21.~~ Members receiving Holiday Pay under this provision will continue to be entitled to two (21) 8-hour Floating Holidays each calendar year and may either be used as time off with pay pursuant to 15.1.4 or may be cashed out at the member's straight time base pay rate. Floating Holidays may not be carried over into a succeeding calendar year. Any payment for unused floating holidays shall be considered non-pensionable compensation and shall not be reported to CalPERS.
- ~~32.~~ The chart below summarizes holiday pay for Public Safety Dispatcher Series, and Community Services Officer I/II and Parking Enforcement Officer employees.

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Member receives eight (8) hours of <u>straight holiday pay at the base rate</u> , plus overtime for hours worked.
Holiday falls on scheduled work day and employee works:	Member receives eight (8) hours of <u>straight holiday pay at the base rate</u> , plus <u>straight time and one-half</u> for hours worked.
Holiday falls on scheduled work day and employee does not work:	Member will receive eight (8) hours of <u>straight holiday pay at the base rate</u> and will use <u>two (2) hours of</u> appropriate paid leave to take the day off consistent with the paid leave provisions of this MOU.

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 one (21) 8-hour Floating Holidays each calendar year and may either be used as time off with pay pursuant to Section 15.1.4 or may be cashed out at the member's straight time base pay rate. Any payment for unused floating holidays are considered non-pensionable compensation and shall not be reported to CalPERS. Floating Holidays may not be carried over into a succeeding year.
- 4. The chart below summarizes holiday pay for Water Treatment Facility Operators:

<b>HOLIDAY/WORK SCHEDULE</b>	<b>TREATMENT OF HOLIDAY PAY</b>
Holiday falls on regular day off:	Member has option of receiving eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) or eight (8) hours of straight CTO (payroll code: CTO HD 1.0), plus overtime for hours worked for CTO or pay.
Holiday falls on scheduled work day and employee works:	In addition to the member's regular <b>straight time-base pay rate</b> 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 (payroll code: Holiday Earn 1.0) or eight (8) hours of straight CTO (payroll code: CTO HD 1.0),
Holiday falls on scheduled work day and employee does not work:	Member will receive eight (8) hours of straight Holiday Pay (payroll code: Holiday Earn 1.0) and will use four (4) hours of vacation or four (4) hours of CTO.

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	
Indigenous People's Day	*in lieu of Birthday Holiday

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 Holidays each calendar year and may either be used as time off with pay pursuant to section 15.1.4 or may be cashed out at the employee's **straight timebase pay** rate. Floating Holidays may not be carried over into a succeeding calendar year.
3. The chart below summarizes holiday pay for the Scale House Attendant classification:

<b>HOLIDAY/WORK SCHEDULE</b>	<b>TREATMENT OF HOLIDAY PAY</b>
Holiday falls on regular day off:	Member has option of receiving eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) or eight (8) hours of straight CTO (payroll code: CTO HD 1.0).
Holiday falls on scheduled work day when facility is open:	In addition to the member's regular <b>straight time-base pay rate</b> 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,

**HOLIDAY/WORK SCHEDULE**

**TREATMENT OF HOLIDAY PAY**

Holiday falls on scheduled work day when facility is closed; or  
Holiday falls on scheduled work day and employee does not work:

member shall have the option of being compensated in either pay or compensatory time off.

Member will receive eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) and will use two (2) hours of vacation or two (2) hours of CTO.

**Section 18. Elective Paid Leave and Personal Leave**

18.1 Service Recognition Program

a) ~~—Effective the pay period beginning July 4, 2026, the City will credit employees hired prior to July 1, 2026 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. Any employees hired after June 30, 2026, will not be eligible for this program. Elective Paid Leave under this provision will be credited based on the following chart:

Employees who completed their 10 <sup>th</sup> year of continuous City Service in the twelve months preceding December 31	<del>2</del> 10 hours of Elective Paid Leave
Employees who completed their 15 <sup>th</sup> year of continuous City Service in the twelve months preceding December 31	<del>4</del> 20 hours of Elective Paid Leave
Employees who completed their 20 <sup>th</sup> year of continuous City Service in the twelve months preceding December 31	<del>6</del> 30 hours of Elective Paid Leave
Employees who completed their 25 <sup>th</sup> year of continuous City Service in the twelve months preceding December 31	<del>8</del> 40 hours of Elective Paid Leave

~~[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.]~~

18.2 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.

18.3 Personal Leave

1. Effective July 4, 2026, the City will provide a new Personal Leave benefit of four (4) hours for each employee which must be used by the last full pay period of the 2026 calendar year.

2. Effective the first pay period of January 2027, the City will provide a Personal Leave benefit of four (4) hours per calendar year which must be used in the same calendar year it was granted.

3. Personal Leave shall be used in full-hour increments and shall be scheduled by mutual agreement between the member and the Department Manager. Personal Leave must be used as time off with pay, and employees will not be granted additional pay in lieu of time off, except as provided below. Personal Leave may not be carried over into a succeeding calendar year. Personal Leave will be available for use during the first full pay period in the calendar year.

**Section 36. Effective Date**

- 36.1 This MOU shall become effective upon ratification by the NCEA-SEIU, Local 1021 membership and approval by the City Council of the City of Napa, provided however, that unless otherwise specified herein, upon being signed, the effective date of this MOU shall be July 1, ~~2022~~2026.
- 36.2 The parties agree to initiate negotiations for a successor Agreement no later than March 1, ~~2024~~2030 -and further agree to endeavor to arrive at a successor Agreement prior to the expiration of this MOU so that the terms of the new Agreement may take effect immediately following the expiration of this ~~2022~~2026-20242030 MOU. The first item of business is to develop a set of ground rules for negotiations.
- 36.3 Upon expiration of this MOU, the terms and provisions herein shall continue in effect until a successor Agreement is reached.

**Section 40. Artificial Intelligence (AI)**

The City shall establish a Joint Labor-Management Committee ("JLM") to discuss the use, and application of Generative Artificial Intelligence ("AI") technologies within City operations. The purpose of the JLM would be to facilitate collaborative discussion regarding the development of a citywide Generative AI policy framework,

The City anticipates that any resulting operational policy regarding the use of Generative AI technology would remain subject to the City's management rights, except to the extent negotiable impacts are identified under applicable law.

NEW Section XX, Health and Safety

The City shall continue to maintain a safe and healthy workplace and remains committed to the safety of all employees in compliance with applicable federal and state laws, including Cal/OSHA requirements, and in accordance with the City's Injury and Illness Prevention Program (IIPP). The Citywide Safety Committee, composed of representatives from each department, shall meet regularly to review safety matters, communicate hazards and corrective actions, and promote workplace safety. Any safety concern raised by the Union may be discussed during a Joint Labor Management (JLM) meeting if requested by the Union.

The City shall provide the union with a copy of the Cal/OSHA Form 300 logs that are publicly posted annually.

**Building Inspector Actions to be taken:**

The following is an additional item in response to Building Inspector Premium Pay Proposal:

The City will provide out-of-class pay to Building Inspector I/II employees who performed duties at the Senior Building Inspector level, specifically tasks that would otherwise be assigned to and performed by a Senior Building Inspector, that meets the standards set forth in section 7.2 of the MOU. Eligible employees will receive retroactive compensation for hours performed at the Senior Building Inspector level dating back to March 25, 2026, which is the date the issue was raised by the Union during negotiations.

In addition, the City is currently drafting an Administrative Regulation and will work with the Union regarding training and safety standards for Building Inspectors.

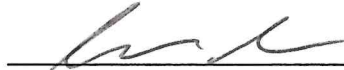
The City intends to run a recruitment for Building Inspector I/II beginning in the June/July timeframe. After the completion of this recruitment for a Building Inspector I/II, the City intends to run a recruitment for Senior Building Inspector. Once the Senior Building Inspector is filled the duties that required out-of-class pay will regularly be assigned appropriately to the Senior Building Inspector.

**MOU Language Clean-up**

Correcting/Updating non-substantive language items.



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