

**Total Tentative Agreement City of Napa ("City")
and Police Management Unit ("PMU")**

August 11, 2025

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 economic 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.

Previous Tentative Agreements (to be incorporated):

- Section 2. Term
- Section 4. Uniform Allowance
- Section 5. Acting Pay
- Section 11. Bereavement Leave
- Section 14.5 Management Leave
- NEW SECTION – Section 32. Tuition Reimbursement


Heather Ruiz
Human Resources Director
City of Napa


Christopher Pacheco
President
Police Management Unit


Date

Section 3. Compensation

- 3.1 In recognition of the management structure of the Police Department, members will be compensated for Peace Officers Standards & Training (POST) Certificate Pay as follows:

For possession of a POST Supervisory Certificate, ~~Lieutenants-members~~ shall be compensated ~~two-hundred-thirty-four-dollars-and-fifty-eight-cents (\$234.58)~~three percent (3%) of base pay per pay period ~~and Captains shall be compensated an additional two-hundred-eighty-eight-dollars-and-forty-nine-cents (\$288.49) per pay period.~~

For possession of a POST Management Certificate, ~~Lieutenants-members~~ shall be compensated ~~five-hundred-dollars-and-seventeen-cents (\$500.17) per pay period and Captains shall be compensated an additional six-hundred-forty-five dollars-and-thirteen-cents (\$645.13) per pay period~~seven percent (7%) of base pay per pay period.

POST Certificate Pays do not "stack." An employee may receive Supervisory POST or Management POST but not both. Such POST supervisory certificate and POST Management certificate pay will be solely during the term of this MOU or until a successor memorandum of understanding is negotiated.

Section 6. Promotions

Upon Promotion in rank to the position of Lieutenant or Captain, the City shall adjust the salary of the promoted member to Step 4. At the discretion of the Police Chief, and with approval from the City Manager, the promoted member may move to Step 5 or 6.

Section 8.4 Vacation Leave

Section 8.4, Vacation Leave, shall be amended as follows:

- 8.4 If a member decides to cashout Vacation Leave under this section, dDuring the month of December of each year, members ~~with maximum accrued vacation hours may~~ must make an irrevocable election to cash out up to eighty (80) hours of 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. Cash outs must be made by the ~~first payroll period~~ 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 14 Other Insurances

Section 14, Other Insurances, shall be amended as follows:

Section 14. ~~Other Insurances~~Life and AD&D Insurance

Life Insurance:

- 14.1 The City shall contribute premiums for life insurance coverage of \$100,000 and Accidental Death and Dismemberment (AD&D) coverage of \$100,000 during the period of employment of each member. ~~Members shall not be entitled to payment of the premium for said insurance policy by the City after retirement from City employment. However, members shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. Members shall be entitled to purchase an additional amount of life insurance if available.~~
- 14.2 Members shall have the option to purchase, solely at the member's expense, additional life and/or AD&D insurance through the City's insurance broker, up to a maximum amount of \$250,000. Members who choose to enroll will have the premium deducted from their paycheck.
- 14.3 Members shall not be entitled to City-paid life and/or AD&D insurance premiums on retirement. (Conversion to retiree-paid premiums upon retirement is optional).
- 14.4 Upon expiration of this MOU, the ~~dollar amounts then being paid for these insurance premiums by the City's~~ coverage amount for life and AD&D insurance shall remain ~~fixed the same~~ until the execution of a successor memorandum of understanding.

Accidental Disability

- ~~14.5 Those members who elect to take the combined insurance coverage for accidental disability shall be billed for said premium through payroll deduction as currently being administered.~~

Section 19. Retirement

19.1 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 ("Employer Contribution"). The Employer Contribution is established annually by PERS and communicated to the City in October or November of the fiscal year prior to the effective date.

~~a. The members have agreed to share (50/50) the Employer contribution when the Employer contribution falls between twenty-one percent (21.00%) and thirty-two percent (32.00%) ("Member Paid Employer Contribution"). The maximum Member Paid Employer Contribution is 5.5% (i.e., 32-21 divided by 2).~~

~~b. If the Employer Contribution (including the 5.5% "Member Paid Employer Contribution") drops below 32.0%, the parties will meet to adjust the cost share percentage to comply with subsection 19.8(a).~~

~~c.a.~~ The City has modified its contract with PERS to reflect the Member Payment of the Employer Contribution, which will result in Member Paid Employer Contribution being deposited into the Member's account.

~~d.b.~~ Pursuant to Government Code section 20516, all current and future members shall pay the additional cost share amounts as shown in the table below based on the employee's retirement tier:

Effective January 1, 2026

Retirement Tier	PERS Plan	Pre-Tax Required Employee Contribution	Pre-Tax Cost Share	Total Cost Share
1	3.0% @ 50	9%	5.50%	14.050%
2	3.0% @ 55	9%	4.03.5%	132.500%
3	2.7% @ 57	11.25%	3.02.0%	143.25%

Effective January 1, 2027

<u>Retirement Tier</u>	<u>PERS Plan</u>	<u>Pre-Tax Required Employee Contribution</u>	<u>Pre-Tax Cost Share</u>	<u>Total Cost Share</u>
<u>1</u>	<u>3.0% @ 50</u>	<u>9%</u>	<u>4.5%</u>	<u>13.50%</u>
<u>2</u>	<u>3.0% @ 55</u>	<u>9%</u>	<u>3.0%</u>	<u>12.00%</u>
<u>3</u>	<u>2.7% @ 57</u>	<u>11.25%</u>	<u>1%</u>	<u>12.25%</u>

Effective January 1, 2028

<u>Retirement Tier</u>	<u>PERS Plan</u>	<u>Pre-Tax Required Employee Contribution</u>	<u>Pre-Tax Cost Share</u>	<u>Total Cost Share</u>
<u>1</u>	<u>3.0% @ 50</u>	<u>9%</u>	<u>3.5%</u>	<u>12.50%</u>
<u>2</u>	<u>3.0% @ 55</u>	<u>9%</u>	<u>2.0%</u>	<u>11.00%</u>
<u>3</u>	<u>2.7% @ 57</u>	<u>11.25%</u>	<u>0%</u>	<u>11.25%</u>

Section 20. Retiree Medical**20.5 PORAC Retiree Medical Trust.**

The Management Unit will join the PORAC Retiree Medical Trust (Trust). The sole purpose of the Trust is to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees as established by the Trust. The City and the Management Unit agreed that participation in the Trust is the complete and sole responsibility of the Management Unit. The City shall not have any involvement in the Trust's design, its administration or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees or of the Management Unit with respect to the Trust. The Management Unit has agreed to indemnify, defend and hold harmless the City, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust.

Members who promoted from the Napa Police Officers' Association into the Management Unit on or after June 1, 2013 or members who were hired into the Management Unit on or after January 17, 2015 from an outside agency or as a lateral hire, shall be eligible to receive the same monthly contribution to the Trust as the City makes on behalf of employees in the unit represented by the NPOA.

- a. The City shall contribute ~~\$250~~^{\$250.450} per month on behalf of each member toward the Trust and each member will contribute \$250 per month (24 pay periods) to the Trust (pre-tax).

Section 31. Master Lieutenant/Master Captain Program

The Master Lieutenant/Captain Program is a career development program. The program is designed to encourage managers to continue to develop in the profession of Law Enforcement through education, training, and departmental involvement.

The experienced manager involved with the Master Lieutenant/Captain Program becomes better qualified to meet the challenges of the Law Enforcement profession by improving their skills. By participating in academic training, specialized units or positions, and longevity with the Napa Police Department, the Master Lieutenant/Captain becomes an asset to the Napa Police Department and to the City of Napa.

Once approved, Master Pay will only be paid retroactively to the date the employee submitted the application.

The Master Lieutenant/Captain Program is not a longevity (years of service) program but should be regarded as a career development program that benefits the manager, the Napa Police Department and the residents of the City of Napa. The amounts described below are based on a Member's base salary.

Master Lieutenant/Captain status is designated as follows:

Master Lieutenant/Captain shall receive 6% differential based on their base salary, once the following criteria are met:

- At least 17 years of service in law enforcement as a full-time Peace Officer
- At least 3 years of employment with the City of Napa
- At least 3 years of continuous employment as a manager in law enforcement (equivalent of City of Napa rank of Lieutenant or above)
- Possession of P.O.S.T Management Certificate
- At least 2 years of experience on a specialty or ancillary assignment as identified in the California Code of Regulations (CCR) 571 and 571.1 and currently assigned to oversee a specialty or ancillary assignment as the manager of that assignment.
- Education requirement:

Bachelor's degree from an accredited institution, in conjunction with completion of one of the following educational programs:

- FBI National Academy
- CA POST Command College
- Naval Post Graduate Academy
- Cal Chiefs Executive Leadership Institute (ELI) at Claremont Graduate University- Drucker School of Management in conjunction with the Napa Regional Management Academy (or similar City of Napa offered Management Course)
- Senior Management Institute for Police (SMIP) Management in conjunction with the Napa Regional Management Academy (or similar City of Napa offered Management Course)
-

OR

Master's Degree, Juris Doctorate, or PhD from an accredited institution in the following fields:

- Criminal Justice
- Law
- Social and Physical Sciences related to human behavior and forensics
- Business Administration, Public Administration, Finance
- Computer Sciences/Cyber Security

- Political Science
- Other fields approved by the Chief of Police

- Overall meets standards performance on the last performance review

Continuing Education Requirement

- Completion of at least 24 hours of leadership or management training annually. Courses must be approved by the Police Chief, in coordination with Human Resources, with a goal of continuous improvement in leadership and management skills.

ACCREDITED INSTITUTION

An academic institution is recognized as an accredited college or university in the state of origin.

***NEW SECTION* – Section 33. Dues**

New Section 33, Dues, shall be created as follows:

Section 33. Dues

Dues Authorization

Members may voluntarily authorize the City to deduct dues from their wages through the City's payroll system. PMU shall certify that it has and will maintain individual employee authorizations as required by law. PMU shall serve as the custodian of records for payroll deduction authorization forms and shall provide the City with a certification that it possesses and will maintain a valid authorization signed by the employee from whose wages the deduction is to be made.

In line with California Government Code section 1157.12, the City will rely on PMU's confirmation that an employee has authorized dues deductions. The City does not need to keep a copy of the employee's authorization. If an employee wants to start, stop, or change their deductions, they must contact PMU directly.

Maintenance of Authorizations

The City shall direct all employee requests to initiate, change, or cancel membership or dues deductions to the Management Unit. PMU is responsible for processing these requests in accordance with its internal procedures and applicable legal requirements. The City shall rely on PMU's certification regarding the existence, maintenance, or revocation of such authorizations. PMU shall not be required to provide the City a copy of the member's authorization unless a dispute arises about the existence or terms of the authorization.

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

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

Unified deductions

The City shall deduct a single, unified deduction amount from each employee's pay that encompasses all dues, fees, and other authorized payments (e.g., legal defense fund, insurance) designated by the Management Unit. PMU shall provide the City with the total amount to deduct per employee, on a biweekly basis for 24 pay periods, and the City shall not be responsible for the distribution or allocation of these amounts.

Indemnification, Defense and Hold Harmless

Consistent with state law, PMU shall indemnify and hold harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on PMU's certification regarding a dues deduction authorization and (2) any claims made by a member for deductions made in reliance on information provided by PMU regarding changes or cancellations to the deduction authorization.

***NEW SECTION* – Section 34. Probationary Period**

New Section 34, Probationary Period, shall be created as follows:

Section 34. Probationary Period

The probationary period shall be the final phase of the examination process. During this period a member is required to demonstrate their ability to meet the performance expectations and satisfactorily perform the job duties. The probationary period shall be utilized for closely observing a new employee's work, in order to assess their adjustment to their new position, and their overall work performance. The probationary period shall be utilized for purposes of determining whether an employee should pass probation and obtain regular status. Pursuant to the City Charter, all original appointments shall be subject to a probationary period of twelve (12) months for police appointments.

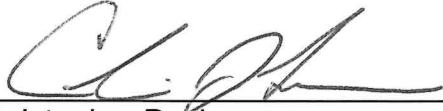
Section 2. Term

Section 2, Term, shall be amended as follows:

The term of this MOU shall be from January 1, ~~2023-2026~~ through December 31, ~~2025~~2028.



Heather Ruiz
Human Resources Director
City of Napa



Christopher Pacheco
President
Police Management Unit

Section 4. Uniform Allowance

Section 4, Uniform Allowance, shall be amended as follows:

4.1 The City shall pay each member ~~nine hundred thirty six~~ one thousand two hundred dollars (~~\$936~~1,200.00) per year for uniform allowance.

4.2 Uniform allowance for all members shall be paid over 26 pay periods. ~~During the term of the MOU, the City may change the method and timing of payment as part of a new payroll system implementation.~~

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



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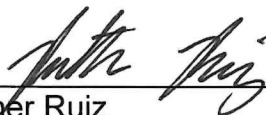
Section 5. Acting Pay

Section 5, Acting Pay, shall be amended as follows:

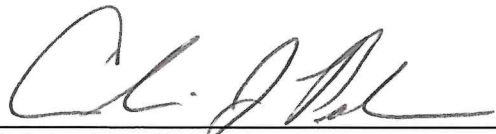
The positions covered by this MOU accept the fact that they may be required to perform at a higher classification from time to time and shall receive no additional salary therefore; provided, however, that a Captain who is assigned to the position of Chief, or a Lieutenant who is assigned to the position of Captain, and acts in that position for more than thirty (30) consecutive calendar days shall be entitled to receive acting pay from and after expiration of the thirty (30) days until completion of the assignment. Acting Pay shall be at least 7% above top step Captain or Lieutenant, as applicable. Acting assignments to a vacant position are limited to 960 hours in a fiscal year. Vacancies due to medical leave, including 4850, are not subject to the hour limitation.

5.1 An Acting assignment shall be limited to a term of six (6) months unless an extension is approved by the City Manager or designee. Acting assignments to a vacant position are limited to 960 hours per fiscal year.

5.2 For Classic (non-PEPRA) members of CalPERS, the City will report Acting Pay as Temporary Upgrade Pay, which is compensation earnable to members who are required by the City to perform the full scope of duties in an upgraded position/classification of limited duration.



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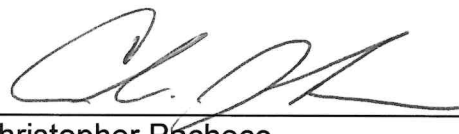
Section 11. Bereavement Leave

Section 11, Bereavement Leave, shall be amended as follows:

In the event of a death in the immediate family of a member, the member shall, upon request, be granted such time off with pay ~~as is necessary to make arrangements for the funeral and attend same for purposes of bereavement related to the loss of their family member~~, not to exceed three (3) regularly scheduled workdays, ~~within six (6) months of the death of the family member~~. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave. The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member. For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, registered domestic partner, child, parent of employee's child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, and stepchildren ~~where there is a child-rearing relationship and other relatives where the employee has served "in loco parentis"~~. A member can take bereavement leave following their own reproductive loss event or that of another person – such as a spouse or partner – if the member would have been the parent of the child born or adopted. Upon reasonable belief that a member is using bereavement leave in a manner inconsistent with this section, the City shall have the right to request reasonable evidence to substantiate use of bereavement leave.



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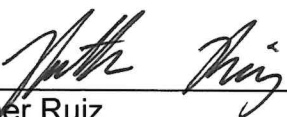


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Section 10. Management Leave

Section 10, Management Leave, shall be amended as follows:

- 10.1 Members are exempt from the Fair Labor Standards Act and shall be entitled to one hundred four (104) hours of management leave with pay each year. Management Leave will be granted and available for use in the first full pay period after January 1 of the calendar year. Management leave shall be prorated for employees hired or promoted into the Management Unit represented positions partway through the year and shall be made available the first of the month following their date of hire or promotion.
- 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 it may be donated to the Catastrophic Leave Bank. Any unused balance will be forfeited. Management Leave must be cashed out by the last paycheck of December.
- 10.3 The City Manager is authorized to allocate up to two (2) days additional management leave, on an annual basis, 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 and/or under unique circumstances. The member has the option of taking the additional management leave in time off or in the form of pay.



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***NEW SECTION* – Section 32. Tuition Reimbursement**

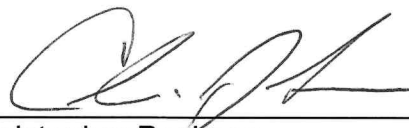
New Section 32, Tuition Reimbursement, shall be created as follows:

Section 32. Tuition Reimbursement:

Employees shall be eligible for tuition reimbursement as provided in Policy Resolution 26. The maximum reimbursement that may be received by an employee in one fiscal year shall be \$2,000.



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