Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

City Agreement No. C2026-656

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA

AND

NAPA CITY EMPLOYEES' ASSOCIATION -
Service Employees International Union LOCAL1021, CTW, CLC for
July 1, 2026 through June 30, 2030

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

TABLE OF CONTENTS

Section 1. Recognition 3
Section 2. Term 3
Section 3. Compensation 3
Section 4. Probationary Period 8
Section 5. Hours and Overtime 8
Section 6. Shifts and Shift Differential Pay 14
Section 7. Acting Pay & Out-of-Class Pay 15
Section 8. "Without Pay" Practices 16
Section 9. Union Security 17
Section 10. Health and Welfare 18
Section 11. Workers' Compensation Supplement 20
Section 12. Retirement 20
Section 13. Deferred Compensation 22
Section 14. Vacation 22
Section 15. Holidays 23
Section 16. Sick Leave 27
Section 17. Bereavement Leave 28
Section 18. Elective Paid Leave and Personal Leave 28
Section 19. Lay-Offs and Reduction in Force 29
Section 20. Residency 29
Section 21. Allowances 30
Section 22. Lateral Transfers and Reassignment 34
Section 23. NCEA-SEIU, Local 1021 Business 34
Section 24. Performance Improvement Plan 37
Section 25. Grievance Procedure 37
Section 26. Employee Personnel Files 39
Section 27. ADA 39
Section 28. Prevention of Harassment, Discrimination and Retaliation 37
Section 29. Disciplinary Process 37
Section 30. Finality of Provisions 40
Section 31. Prior Agreements 40
Section 32. Separability of Provisions 40
Section 33. Employee Rights 41
Section 34. Management Rights 41
Section 35. No Strike, No Lockout 41
Section 36. Effective Date 41
Section 37. Labor Management Committee 41
Section 38. Contracting Services 42
Section 39. Reopener 42
Section 40. Artificial Intelligence (AI) 42
Section 41. Health and Safety 42
Section 42. Part-time Extra-Help Employees 42

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
NAPA CITY EMPLOYEES' ASSOCIATION
SEIU, LOCAL1021, AFL-CIO

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 "NCEA-SEIU, Local 1021," which is comprised of the Napa City Employees' Association (hereinafter "NCEA"), affiliated with Service Employees International Union, Local 1021, CTW, CLC (hereinafter "SEIU, Local 1021") (the entity comprised of "NCEA" and "SEIU, Local 1021" is hereinafter referred to as "NCEA-SEIU, Local 1021"). As a result of meet and confer sessions, the City and NCEA-SEIU, Local 1021 have agreed to the following:

Section 1. Recognition

The City recognizes NCEA/SEIU Local 1021 as the certified employee organization representing the following classes of employees as outlined in Exhibit A.

Section 2. Term

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

This Memorandum of Understanding is intended to and shall supersede the parties' previous Memorandum of Understanding (City Agreement No.C2024-689) dated 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 employee's classification. The salary table set forth on Exhibit A identifies the base salaries that were in effect as of July 1, 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:

- 2.00% effective the pay period beginning July 4, 2026.
- 2.50% effective the pay period containing January 1, 2027.
- 3.50% effective the pay period containing July 1,2027.
- 3.25% effective the pay period containing July 1, 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.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

3.2 Bilingual Specialty Pay.

1. The City shall designate assignments within each department or work location eligible to receive bilingual pay. NCEA–SEIU, Local 1021 may request additional positions be identified within departments or work locations.

2. Certification and Eligibility. To be eligible, the employee must routinely and consistently use bilingual skills as part of their regular job duties. The regular job duties will be reviewed by the Human Resources Director, Department Head and City Manager. The Human Resources Department shall schedule employee(s) for a bilingual (Spanish) proficiency examination as needed, but not more than once per quarter. The examination may be written and/or oral, and shall be administered through the Human Resources Department.

   Upon successful passing of a bilingual proficiency examination an employee shall be certified as having bilingual skills (written and/or oral), will receive Bilingual Pay effective the beginning of the pay period following certification.

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

3. Use of Bilingual Skills. An employee certified bilingual must routinely and consistently required to interpret or translate for departments or work locations they are not regularly assigned to, provided the requesting department has obtained approval from the bilingual employee's supervisor. An employee certified bilingual and receiving Bilingual Pay may not refuse to interpret or translate. .

4. Bilingual Pay Differential. An employee certified bilingual in written and oral skills will receive Bilingual Pay of four percent (4.0%) of the employee's base salary over 26 pay periods. An employee certified in oral skills will receive Bilingual Pay of three-point five percent (3.5%) of the employee's base salary over 26 pay periods.

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

   For PEPRA CalPERS members, bilingual pay shall be reported as pensionable compensation to the extent it meets the definition of special compensation under CCR §571.1.

5. Termination of Bilingual Specialty Pay. An employee certified bilingual and receiving Bilingual Pay who transfers, promotes, is reassigned or is otherwise moved to an assignment or work location that is eligible for Bilingual Pay shall no longer receive Bilingual Pay effective the beginning of the pay period in which the move is effective. The City may also suspend Bilingual Pay when any of the following occurs:

   (a) The employee is placed on leave, other than required under State and Federal law.

   (b) The employee voluntarily requests to have the bilingual specialty assignment discontinued. In such case, the employee agrees to continue to participate in the bilingual specialty assignment for a period of sixty (60) days unless replaced or released by the City earlier.

   (c) The employee is unable to meet the needs of the department and/or locations of the specialty assignment.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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

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

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

3.4 Notary Specialty Pay. The City agrees to pay a Notary Specialty Pay of two percent (2%) of base salary to employees who are required to maintain a notary commission and routinely and consistently perform notary duties. The Notary Specialty must be an expressed need of the department by the Department Manager and any notary service provided shall be City-wide. Notary Specialty Pay will be effective the beginning of the pay period following state certification and approval of the Department Manager.

3.5 Dispatch Training Officer Pay (DTO). Employees in the Public Safety Dispatcher Series who are assigned to a trainee shall receive hourly Dispatch Training Officer (DTO) 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.

3.6 The pay plan shall contain a twenty percent (20%) salary spread for each class, with a four percent (4%) increment between Step 1 and Step 2, and five percent (5%) increments for Step 3, Step 4, and Step 5.

3.7 Upon recommendation of the Department Manager and the approval of the City Manager, an employee may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of 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 provided to legal and required tax deductions.

3.8 Employees shall normally enter the salary plan at Step 1. However, in special circumstances, with the recommendation of the Department Manager, the City Manager may assign a new employee at any point within their respective salary range.

Employees shall be reviewed for consideration of a merit increase to the next step within the salary range, either four percent (4%), if Step 1 to Step 2, or five percent (5%), if Step 3, Step 4, or Step 5 of base salary dependent on their current placement within the salary range after completion of probation. Employees with a probation period of longer than six (6) months, including employees whose probationary period is extended because their job is such that it requires a longer evaluation period, will be reviewed for consideration of a merit pay increase at six (6) months. Thereafter, employees will be evaluated for consideration of merit pay increases annually until they reach the top of their respective salary range, after which time the employees will continue to receive their performance evaluations on their regular evaluation cycle. All merit salary adjustments shall be recommended by the employee's supervisor and reviewed and approved by the Department Manager. Satisfactory performance should result in an increase to the next step within the specified range which is four percent (4%) or five percent (5%) of base salary dependent on their current placement within the salary table.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

If an employee has not received a performance evaluation by the time of their anniversary date of employment with the City, they shall automatically receive a merit salary adjustment.

3.9 Performance deficiencies shall be brought to an employee's attention in writing at the earliest possible time to allow the employee to correct the issue in a timely manner, but no less than forty-five (45) days prior to an evaluation. In the event an employee's performance is evaluated at less than "satisfactory," the employee shall not receive a merit increase. The employee's performance will be re-evaluated within four (4) months thereafter and the employee may be placed on a performance improvement plan. If at that time the employee's performance is evaluated at "satisfactory" or better, the employee will receive a merit salary adjustment of four percent (4%) or five percent (5%) of base salary dependent on their current placement within the salary table. Employees at the top step in their range, although not eligible for a merit salary increase, may request a similar re-evaluation.

This section does not apply to employees on probation period status (see Section 4).

3.10 Salary upon promotion. Upon promotion to another NCEA classification the City agrees to concurrently adjust the employee's base salary by at least 5%; provided, however, that in no event shall an employee's base salary exceed the top step of the new classification.

In cases where an employee is promoted while receiving Out of Class or Acting Pay, the salary adjustment will be based on the employee's base salary in the classification from which the employee is being promoted (not including the out of Class or Acting Pay).

3.11 **Movement within Flexibly-Staffed Classifications**

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

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

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

3.12 Effective Dates of Personnel Transactions. Employment transactions which affect an employee's pay or retirement contributions (such as hire date, merit increases, promotions, transfers, reclassifications, starting and ending specialty pays, and non-hourly acting assignments) shall be effective the beginning of the pay period in which the transaction occurs.

3.13 California Class A or B Driver's License. An employee who possesses a valid Class A or Class B driver's license and who is in a classification which is periodically assigned to drive vehicles requiring a Class A or Class B license, but which does not require a Class A or B license as part of its minimum qualifications will be paid a premium of 1.5% of the employee's base pay for the possession and use of the license. Employees shall be enrolled in the City's DOT Drug and Alcohol

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Testing Program to be eligible to drive commercial vehicles requiring a California Class A license or Class B license.

3.14 Fire Investigator Premium Pay. Employees in the Fire Prevention Inspector Classification Series who are assigned by the Fire Chief to serve on the Fire Investigations Team and are required to maintain applicable certifications shall receive Fire Investigator Premium Pay in the amount of 3% of the employee's base pay salary for said assignment. To be eligible, employees must routinely and consistently perform fire investigation duties as part of their assigned responsibilities. The premium shall be paid each pay period in which the employee meets the eligibility requirements.

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

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

3.15 Educational Incentive Program for Dispatchers.

Educational Incentive for Public Safety Dispatchers I/II/Supervisor: A written request must be submitted to add this incentive pay with a copy of their Peace Officers Standards & Training (POST) Certificate. Employees in the classifications covered by this Section shall receive Educational Incentive Pay as follows:

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

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

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

For Classic members, this pay shall 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 requirements of CCR §571.1.

3.16 Field Training Officer Pay. Employees 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.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 4. Probationary Period

4.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the worker's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.

4.2 Pursuant to the City Charter, all original appointments shall be subject to a probationary period of six (6) months for unit employees.

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

a) The worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level, or

b) The job is such that it requires a longer evaluation period. Employees in the Water Treatment Operator series, Water Plant Maintenance Mechanic series and Police Officer Trainee classification will automatically have their probationary periods extended for an additional six (6) months (12 months total) because these positions require a longer evaluation period.

Additionally, the Dispatch classifications listed below shall have probationary periods as follows:

- Public Safety Dispatcher I: All appointments, whether by new hire or promotion, shall be subject to a twelve (12) month probationary period.
- Public Safety Dispatcher II (Flex movement): Public Safety Dispatcher I incumbents flexing to Public Safety Dispatcher II shall not be subject to a new probationary period.
- Public Safety Dispatcher II (Lateral): New hires shall be subject to a twelve (12) month probationary period.
- Public Safety Dispatch Supervisor (Promotional): Promotional appointments shall be subject to a six (6) month probationary period.
- Public Safety Dispatch Supervisor (Non-Promotional): New hires shall be subject to a twelve (12) month probationary period.

4.3 If an employee's probationary period is extended due to the nature of the position (i.e., because the position is such that it requires longer evaluation period as described in Section 4.2 (b)), employees will be evaluated and considered for a step increase at six (6) months.

4.4 If an employee is absent due to illness or injury for a period of two full workweeks or more during his/her/their probationary period, the period of absence will not count towards the completion of the employee's probationary period.

Section 5. Hours and Overtime

5.1 Work Week

a. The City agrees to use 2080 as the standard annual number of work hours used in calculations for determining hourly rates of pay and any other calculations using annual work hours.

b. Except as otherwise provided (e.g., alternative workweeks), the standard workweek shall begin on Saturday at midnight and end on Friday at 11:59pm.

5.2 Rest Periods

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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

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

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

- Where a supervisor or manager determines that other employees need to work through lunch, that time will be considered time worked. The supervisor or manager may release employees early. If the supervisor or manager does not release employees early, employees would be entitled to overtime for the additional time worked.

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

5.3 Overtime Defined:

a. Overtime consists of hours worked in excess of the employee's normal work day or normal work week, provided that in order to receive overtime compensation, the work must be required, authorized or approved by the unit employee's immediate supervisor. Overtime hours shall be for actual time worked (rounded to the nearest 10^{th} of an hour (i.e. 6 minutes = 0.10 hour)). For purposes of overtime computation, paid leave (i.e., vacation, sick leave, etc.) shall be considered hours worked. However, anyone receiving workers' compensation or SDI and is not able to work a full shift, is eligible to receive overtime based solely on "hours actually worked" (i.e., not for vacation or sick leave).

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

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

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

5.5 Distribution of Overtime: Overtime will normally be worked by the employee assigned to the project creating overtime. However, in departments or divisions where overtime is regularly available and multiple employees are qualified to work the overtime, the department or division will normally establish a method for equitably assigning voluntary overtime. Within ninety (90) days of ratification of this MOU, the City will provide NCEA-SEIU, Local 1021 with copies of each department or division's procedure for assigning voluntary overtime. The City will provide NCEA with notice and an opportunity to meet and confer over any newly established methods for distributing overtime prior to implementation.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

5.6 Compensatory Time Off (CTO): In lieu of overtime payment, employees 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 employees the option of accruing CTO. Employees shall not accrue more than one hundred and twenty (120) hours of CTO. Employees 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.

Employees 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 employees with a form to exercise this option. Employees 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.

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 employees on or before May 1 and October 1 of the opportunity to increase their deferred compensation contributions.

CTOs shall be scheduled between the employee and the employee'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.

5.7 Standby Pay

The City shall pay five hundred and twenty-five ($525) dollars per week for Standby Pay to any employee who is assigned to Standby duty during the week. The City will fill Standby assignments with volunteers when possible.

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

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

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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

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

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

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

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

(a) During the employee's assigned work week, employees shall be guaranteed a minimum of two (2) hours for work performed if the actual hours worked are not contiguous to any other period in which the employee actually worked.

(b) During the employee's normal days off, or on any day when the employee is on paid leave status, employees shall be guaranteed a minimum of three (3) hours for work performed if the actual hours worked are not contiguous to any other period in which the employee actually worked.

(c) Employees who are called back to work on a holiday beginning eight (8) hours following the employee's last scheduled work hours and ending eight (8) hours prior to the employee's first scheduled work hours, shall be guaranteed a minimum of three (3) hours.

(d) If the employee is called back again during the two (2) or three (3) hour minimum guarantee period, credit will be given for the time elapsed between calls and a new minimum credit period will begin, provided that in no case shall call-back credit exceed the number of hours existent in any one off-duty or stand-by period.

EXAMPLES

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

5.9 Call-Back and Minimum Overtime Pay - Dispatch Personnel. For Dispatch personnel, minimum overtime guarantees of three (3) hours on a day off or leave day and two (2) hours on a work day, for non-contiguous hours worked, applies to all overtime hired with less than seventy-two (72) hours notice by posting or by hiring. Overtime which is hired more than seventy-two (72) hours in advance of the work start time or posted more than seventy-two (72) hours in advance of the work start time will be compensated on an hour-for-hour basis.

The minimum overtime guarantee of three (3) hours or two (2) hours, whichever is appropriate according to the NCEA-SEIU, Local 1021 MOU, continues to apply to all mandatory situations without regard for the length of prior notice.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Should another work unit in the City, represented by NCEA-SEIU, Local 1021, encounter same or similar issues with regard to minimum overtime (as in dispatch, i.e., distinctions between forced and voluntary overtime), the City and NCEA-SEIU, Local 1021 agree to meet and confer about whether this MOU, or some other variation, will apply.

5.10 Court Subpoenas. An employee subpoenaed to testify in court regarding City business during the employee's regularly scheduled off-duty hours, shall be compensated at the overtime rate from the time of the subpoena or the time otherwise directed to appear until the time released by the Court, provided that the minimum compensation shall be for three (3) hours at the overtime rate if the subpoenaed time is three (3) or more hours prior to the beginning of a regular scheduled shift or if the employee is released by the Court (3) or more hours following completion of the employee's regular scheduled shift. If the subpoenaed time is less than three (3) hours prior to the beginning of a regular scheduled shift, or if the employee is released by the Court less than three (3) hours following completion of the employee's regular scheduled shift, the minimum compensation shall be for such actual amount of time less than three (3) hours. The City shall not be obligated to pay more than one (1) three (3) hours minimum to any one (1) employee during any eight (8) hour period.

In the event the employee is subpoenaed to testify in court regarding City business for a second (2nd) trial during such eight (8) hour period, a one (1) hour minimum shall apply, and the employee shall have the option of returning from the court to the department at the conclusion of the first (1st) trial testimony to perform regular available work until the time of the second (2nd) subpoena.

If the employee is canceled from court with less than forty-eight (48) hours notice of the appearance date, the employee shall receive a minimum compensation of one (1) hour at the overtime rate. If the employee is canceled from court with less than twenty-four (24) hours notice of the appearance date, the employee shall receive a minimum compensation of two (2) hours at the overtime rate. If cancellation of court exceeds forty-eight (48) hours before the appearance date, the employee is not entitled to any compensation.

5.11 Jury Duty. Employees who are required by state and federal court to serve jury duty shall receive their regular base rate of pay. The time spent in awaiting impaneling for petit jury service or criminal grand jury service is to be considered covered time under this subsection. This language does not apply to employees who volunteer to serve on a civil Grand Jury.

Employees called for jury duty shall give the department reasonable advance notice by providing a copy of their original notice to appear. In departments where staffing is required twenty-four (24) hours a day, the department manager may contact the court to have the employee excused. When this is not necessary or not possible, the employee shall thereafter receive time off for jury duty as follows:

Day Shift:	Same day off
Swing Shift:	Same day off
Grave Shift:	Night before off

The City may require written verification of jury duty service.

Employees who are either released from jury duty or not required to serve, shall return to their work site to complete any remaining portion of their work day (not including commute time), or may use vacation or CTO to take leave for the remaining portion of the work day. For example, an employee is called to serve on a jury two hours from his/her/their work location. If the employee is excused from jury duty less than two hours before the end of their scheduled work day, they need not return to work. However, if the employee is excused from Jury Duty four hours from the end of their scheduled work day, they will either return to work for the remaining two hours or use 2 hours of leave time. (Total hours spent on jury duty and work not to exceed employees normally scheduled work hours.)

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

5.12 Time Off to Attend Outstanding Performers and Service Awards. Employees who are scheduled to work on the day of the Annual Service Awards and who will be acknowledged and receiving a Service Award shall be granted paid release time to attend the Service Awards, and upon request prior to the Awards will be allowed to take off the remainder of their shift using accrued paid leave. If a voluntary replacement cannot be located, the employee will not be allowed the time off.

5.13 Maximum Working Hours and Time Off Between Shifts

a. No employee shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis.

b. Employees having worked twelve (12) consecutive hours or more must be allowed a minimum of eight (8) consecutive hours off, with no deduction from the employee's leave balances, before an additional work assignment.

c. Time Off Based on Unscheduled Overtime. Employees shall be granted a paid rest period for unscheduled overtime (OT) as follows without affecting their normal pay:

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

2. If OT worked is 4 hours or more and ends within 8 hours of the start time for the next regular shift, employee returns to regular shift 8 hours after work assignment ends. Employees will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied. If return time is within 3 hours of the end of the regular shift, employee does not return to next regular shift.

3. OT that starts within 4 hours of the start of the regular shift shall be held over and shall report to work for regular shift and will be released after a total of 10 hours is worked (OT plus regular hours).

4. Employees who would otherwise be released from work under this provision may be held over or called back in to work during the normal shift hours to respond to an immediate or emergency situation. If this occurs, hours worked during the "fatigue time" period will be paid at time and one-half.

5. Call out (overtime hours) that crosses over into the employee's regularly scheduled shift shall terminate at the start of the regular shift. Regularly scheduled hours are compensated at the regular rate of pay, not the overtime rate.

EXAMPLES

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

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

5.14 Daylight Saving Time. Employees scheduled to work a shift in which Daylight Saving Time either takes effect (Spring) or reverts to Standard Time (Fall) shall be paid for hours worked. When Daylight Saving Time take effect, these employees shall use one hour of paid or unpaid leave time. However, an alternative option may be offered at the discretion of the Department Head or designee, based on City business needs, for employees to work an additional hour at base pay rate that day or another day during the same work week.

Section 6. Shifts and Shift Differential Pay

6.1 Shifts Defined:

Shifts starting at 4:00 a.m. or later, but before11:00 a.m., are considered Day Shifts.
Shifts starting at 11:00 a.m. or later, but before5:00 p.m., are considered Swing Shifts.
Shifts starting at 5:00 p.m. or later, but before 4:00 a.m., are considered Grave Shifts.

6.2 Rates of Differential Pay:

Differential Pay shall be calculated as a dollar amount. Differential pay shall be converted to an hourly rate, rounded to two decimal places, and calculated as follows: monthly base salary X shift differential % X 12 months ÷ 2080 = shift differential hourly rate. Employees who are regularly scheduled to work swing shift or graveyard shift shall receive a shift differential as follows:

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

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

Shift differential will be paid on an hour-for-hour basis each pay period in which the employee works the qualifying shift.

For Classic members, shift differential shall be reported as special compensation in accordance with CCR §571.

For PEPRA members, shift differential shall be reported as pensionable compensation only if it meets the requirements of CCR §571.1.

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

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

6.3 Work Day Defined: For the purposes of computing compensation, each employee's work day shall be considered as the 24-hour period starting with the beginning of the employee's regularly assigned shift.

6.4 Shift Changes: The City shall not alter nor establish different shifts and work hours without first having given NCEA-SEIU, Local 1021 notice on the proposed change and an opportunity to meet and confer regarding those proposed changes. However,

a) The City shall be entitled to make temporary changes in work hours to deal with temporary, sporadic or emergency City or employees needs. Such changes shall be made to address

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

business needs and shall not be made merely to avoid paying overtime. The City will give written notice to the affected employee(s) (with copy to NCEA-SEIU, Local 1021) prior to the temporary shift change. This notice will include the timing and duration of the temporary shift change. Except in cases of emergency or business necessity, the City will issue the notice at least two (2) weeks prior to the beginning of the temporary shift change. Examples of business necessity are:

1) Paving on a major street at night reduces traffic impacts and allows crews to be more productive and safer. Example – a water leak patch with temporary asphalt that is damaged in a rain event and scheduled to pave as soon as possible.

2) Water work where the water needs to be shut off in a business district or for a large area.

b) Further, the City shall be entitled to make involuntary changes in an individual's permanent shift assignment after meeting with each of the individuals concerned, and a representative of NCEA-SEIU, Local 1021. The City will give as much notice as possible prior to implementing a permanent shift change, with written notice at least thirty (30) days prior to the change, except in cases of emergency or business necessity.

c) The notice requirements of this provision shall not apply to regularly scheduled, regularly scheduled rotational, or seasonal shift changes.

6.5 Alternate Work Schedules.

6.5.1 The City has established numerous work schedules, including 5/8 schedules, 4/10 schedules, 9/80 schedules and 12-hour schedules.

6.5.2 The City agrees to consider implementing modified work scheduled (i.e., 4-10, 9-80, flex time) at the request of employee(s) or at the initiative of the City. Requests made by the employee shall not be binding upon otheremployees. Initiatives of the City shall not be used to alter a Monday-Friday work week for those employees who normally have that work week, provided however, that the foregoing does not affect those employees classifications for which a work week other than Monday-Friday previously has been utilized or for which such a work week may be appropriate in the future due to the needs of the City. Modified work schedules are subject to the approval of the Department Manager and the City Manager, with the needs of the City, service to the public and the needs of the employee(s) being considered.

Section 7. Acting Pay & Out-of-Class Pay

7.1 Acting Pay

An employee temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay. An employee must meet the qualifications of the higher classification and will be assigned in writing by their supervisor.

(a) Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate at least five percent (5%) above the employee's regular base salary or Step 1 of the higher classification, whichever is higher, except that in no circumstance shall the salary exceed the top step of the higher classification.

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

c) For Classic (non-PEPRA) members of CalPERS, the City will report Acting Pay as Temporary Upgrade Pay, which is compensation earnable to employees who are required by the City to

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

work in an upgraded position/classification of limited duration and is relieved of all normal duties of non-upgraded classification.

7.2 Out-of-Class Pay

An employee who is temporarily assigned to perform limited or partial duties of a higher classification, without being assigned the full scope of responsibilities, shall receive Out-of-Class Pay equal to five percent (5%) of the employee's base salary. An employee will be assigned in writing by their supervisor.

(a) Out-of-Class Pay shall be paid at a rate at least five percent (5%) above the employee's base salary. An Out-of-Class assignment for two weeks or longer must be approved in writing in advance by the City Manager or designee. Out-of-Class assignments are temporary and may be discontinued at any time at the discretion of management. Out-of-Class pay does not apply to leave, holidays, or other non-worked hours.

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

(c) Out-of-Class Pay is not pensionable compensation and shall not be reported to CalPERS.

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

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

Section 8. "Without Pay" Practices

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

8.1 A leave of absence without pay may be granted by the City Manager upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative and is non-grievable.

8.2 Employees on a leave of absence without pay do not accrue time towards their next merit increase. No employee benefits are accrued while on "without pay" status; but, when an employee resumes work, their employee benefits (i.e. the City cost of providing health and welfare, insurances, vacation, sick leave, holidays, etc.) shall accrue, and, if resuming work on a part time basis, shall be prorated on an hour-for-hour basis.

8.3 No benefits shall be paid by the employer for the period of time while an employee is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.)

8.4 While an employee is on Family and Medical Care Leave, CFRA Leave, Pregnancy Disability Leave or any other laws that may apply and is on paid status with the City, all benefits will continue to be paid to the same extent they would be if the employee were working. When an employee is on Family and Medical Care Leave and is on without pay status, the City contribution to group health insurance (Kaiser or any subsequent health care provider) and to dental insurance will continue as if the employee were working. The accrual of City seniority will not be interrupted when an employee is on without pay status during a Family and Medical Care Leave. However, all other provisions

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

applicable to leaves of absence without pay as delineated in this MOU and/or Civil Service rules apply.

8.5 An employee 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.).

8.6 No "without pay" shall be authorized to persons with probationary status unless recommended by the Department Manager and approved by the City Manager, it being understood that the probationary period shall be automatically extended by the number of days of absence.

8.7 "Without pay" shall be charged on an hour-for-hour basis.

8.8 If the "without pay" status includes or precedes a holiday, the employee will not receive pay for the holiday, recognizing that Section 8.2 allows for the pro-ration of employee benefits, including holidays, for those employees who are resuming to work on a part-time basis.

Section 9. Union Security

9.1 Deductions and Authorizations: An employee may at any time execute a payroll deduction authorization form or forms as furnished by NCEA-SEIU, Local 1021. The City will continue to provide a combined deduction for SEIU, Local 1021 and NCEA.

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

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

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

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

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

a. A video presentation provided by NCEA-SEIU, Local 1021 will be made available to new employees prior to their first day of work as part of the City's online onboarding process. New employees will be expected to review the video prior to their first day of work.

b. As part of each new employee's in-person on-boarding, NCEA-SEIU, Local 1021 will be permitted one-half (l/2) hour to meet with each employee or group of employees in person. City representatives will not be present for NCEA-SEIU, Local 1021 orientation session.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Employees will participate without loss of compensation.

c. NCEA-SEIU, Local 1021 designee(s), including, but not limited to, NCEA-SEIU, Local 1021 representative, officers, stewards, and employees, shall conduct the sessions covered under this agreement. City employees who conduct the orientation session will do so without loss of compensation.

d. The City shall notify NCEA- SEIU, Local 102l at least ten (10) days prior to an on-boarding meeting. However, if an on-boarding meeting date is scheduled less than ten (10) days in advance, the City will notify NCEA-SEIU, Local 1021 the same business day it notifies the new employees of the on-boarding meeting. The City will provide NCEA-SEIU, Local 1021 with a list of new employees scheduled to attend the meeting at least forty-eight (48) hours in advance of an on-boarding meeting.

e. In the event NCEA-SEIU, Local 1021 is unable to send a representative to an on-boarding meeting, the City will work with NCEA-SEIU, Local 1021 to schedule a make-up session, either at the next on-boarding meeting or at another mutually agreeable time. Wherever possible, the make-up session will occur within thirty (30) days of the original on-boarding meeting.

9.6 **Lists**

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

c. The City will provide NCEA-SEIU, Local 1021 with an electronic copy of the City of Napa Staff Directory each time it is updated (quarterly).

9.7 Indemnification, Defense and Hold Harmless: Consistent with state law, NCEA-SEIU, Local 1021 shall indemnify and hold harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on NCEA-SEIU, Local 1021's certification regarding a dues deduction authorization and (2) any claims made by an employee for deductions made in reliance on information provided by NCEA-SEIU, Local 1021 regarding changes or cancellations to the deduction authorization.

Section 10. Health and Welfare

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

Effective July 1, 2015, for employees 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 employee's enrollment status:

July 1, 2015 minimum City contribution:	
Employee only	$ 675
Employee plus one	$1,350
Family	$1,795

In each year of the MOU, employees will contribute on a payroll deduction basis the amount of premium, if any, above the City's contribution.

For employees participating in an optional health care plan that includes a Health Savings Account (HSA), any premium savings between the above described City contribution and the premium for the selected HSA compliant plan will be contributed into the employees' HSA account. This employer

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

HSA contribution will be based on the employee's enrollment status (i.e. employee only, employee plus one, family).

10.2 Effective July 1, 2014, the City's monthly contribution to dental insurance premiums will be as follows:

Employee only	$ 53
Employee plus one	$ 90
Family	$138

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

10.3 The City reserves the right at any time during the term of this Memorandum of Understanding 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 NCEA-SEIU, Local 1021 regarding a replacement insurance plan.

10.4 The City will pay the premium for a life insurance benefit of $50,000 during employment of each employee up to age seventy-five (75). On and after a person's seventy-fifth birthday, during employment the amount of life insurance benefit for which the City will pay the premium will be $25,000.Upon separation from employment, former employees shall be entitled to convert, at their expense, all or any portion of said insurance policy at the then existing individual premium rate, and shall not be entitled to payment of the premium by the City.

10.5 Employees shall have the option to purchase, solely at the employee's expense, additional life insurance through the City's insurance broker, up to a maximum of two hundred fifty thousand dollars ($250,000).

10.6 The City will place in a separate actuarial pool, all retiree life insurance premiums, regardless of who is paying the premium. (Reference MOU #4235, Section 14(e) dated 8-3-82).

10.7 In lieu of coverage under a health plan provided by the City, the City will provide an in-lieu payment of five hundred dollars ($500.00) per month. The employee shall provide proof of health plan coverage comparable to that provided by the City. The employee may contribute an identical amount into their deferred compensation plan by completing a form provided by the City's Finance Department. Re-enrollment in a health plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider. The employee may contribute an identical amount into their deferred compensation plan by completing a form provided by the City's Finance Department. Re-enrollment in a health plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider.

10.8 The City will implement the provisions of Internal Revenue Service Code Sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis. The City will pay the administrative fees for the Flexible Spending Account.

10.9 The City and NCEA-SEIU, Local 1021 have a shared interest in exploring options to reduce the cost of City-provided medical and dental benefits. NCEA-SEIU, Local 1021 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 bargaining groups and management; committee meetings shall be held at a minimum on a quarterly basis; and the committee shall make recommendations to management for consideration and potential implementation. The recommendation of the Committee shall be advisory only.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

The City will provide NCEA-SEIU, Local 1021 with notice and an opportunity to meet and confer in good faith prior to implementing any recommendations that fall within the scope of representation.

Section 11. Workers' Compensation Supplement

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

Section 12. Retirement

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

12.1 Employees shall be entitled to convert unused accumulated sick leave to service credit under PERS Section 20965.

12.2 Non-job-related disability benefits providing for thirty percent (30%) of final compensation upon five (5) years of service with an improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%), as provided for under Government Code Section 21298.

12.3 Military Service Credit: Military Service Credit refers to a maximum of four (4) years of service granted under this section. Entire cost (both employer and employee contributions) is the employee's responsibility because the employee's buy-back contribution is credited in its entirety to the employee's account. This may be paid back on either a pre-tax or post-tax basis, at the employee's discretion, per the City's current contract with PERS (amended 1996).

12.4 The City replaces the Basic Level of the 1959 Survivor Benefit to the 1959 Indexed level Survivor Benefit pursuant to Government Code Section 21574.5 (effective 9/25/01).

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

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

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

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

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

12.8 The City shall deduct the employee's entire contribution (including both the "Normal Contribution" and "Cost Share") on a pre-tax basis pursuant to IRC section 414 (h)(2)

12.9 The following provisions define the agreement between the parties under which employees will pay a portion of the City's contribution towards PERS retirement benefits ("Cost Share").

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

Tier 1 – 12.5% (8% plus 4.5%)
Tier 2 – 11.5% (7% plus 4.5%)
Tier 3 (PEPRA) – ½ Normal Cost plus 4.5%

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

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

The parties will review the City and employee's CalPERS contributions annually and adjust the Cost Share up or down based on the foregoing.

c) Except as otherwise provided by law, any future increases in the Cost Share will be by mutual agreement only.

d) The City shall provide NCEA-SEIU, Local 1021 with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering employees within five (5) business days of receipt.

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

a) For employees hired on or before December 31, 2012, the employee must have worked for the City a minimum of fifteen (15) years and taken a service retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.

For employees hired on or after January 1, 2013, the employee must have worked for the City a minimum of ten (10) years and taken a service retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.

b) The full cost of a retired employee's participation in one of the City's medical plans will be deducted from the employee's retirement check subject to item (4) below.

c) A retired employee will no longer be eligible to participate in the City's medical plan should the employee elect to be covered by another medical plan. Furthermore, it is agreed that an employee who once waives his/her/their participation in the City's medical plan coverage that such waiver shall be irrevocable.

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

e) The retired employee must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The City will reimburse the Medicare supplemental insurance premium, along with the cost of the retiree's private health plan, up to the maximum in 12.11.

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

Section 13. Deferred Compensation

13.1 A Deferred Compensation Plan is available to all employees of NCEA-SEIU, Local 1021. If a 401(a) Plan and Administrator are agreed upon by the City, at the City's option, the 401(a) Plan will additionally be offered to all employees of NCEA-SEIU, Local 1021.

13.2 The City shall contribute eighty-three dollars and thirty-three cents ($83.33) per month for each employee to a City-provided deferred compensation account of the employee's choice.

Section 14. Vacation

14.1 Vacation shall be accrued as follows:

Years of Service	Accrual Hours/Year	Hours per Pay Period
0-4	104	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, employees 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. Employees 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, employees 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 employees with excess hours as of the last day of the pay period containing December 31 will have their accruals adjusted to 300 hours.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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 employees, 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 employees 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 employee'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 employees may cash out vacation under the following circumstances:

a) During the month of December each year, each bargaining unit employees 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 employees are eligible to cash out the following amounts:

i. Employees 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. Employees 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 employees except employees in the Scale House Attendant, and Senior Scale House Attendant classifications shall be:

New Year's Day
Martin Luther King Jr's Birthday
Presidents' Day
Farmworkers Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Floating Holidays (1)
(One in lieu of birthday)

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

Holidays for all employees except those in the Scale House Attendant classification, the Water Treatment Facility Operator, Community Service Officer I/II, Parking Enforcement Officer and the Public Safety Dispatcher Series (Public Safety Dispatch Supervisor, Public Safety Dispatcher I/II and Public Safety Dispatch Call Taker) shall be observed with the following provisions:

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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 employees in the Scale House Attendant classification and the Community Service Officer I/II, Parking Enforcement Officer, Water Treatment Facility Operator and Public Safety Dispatcher Series, when an employee'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 employee and the Department Manager. The Floating Holidays 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. 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), Community Service Officers and Parking Enforcement Officers.

The City shall have the right to schedule employees in the Public Safety Dispatcher Series, Community Service Officer I/II and Parking Enforcement Officer classifications to perform regular duties on recognized holidays and to grant employees 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 base pay rate times the number of fixed holidays in a calendar year (i.e. the 14 holidays listed in Section 15.1). 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. Employees receiving Holiday Pay under this provision 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 15.1.4 or may be cashed out at the employee's 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.

2. Holidays will be recognized on the actual holiday. For purposes of holiday pay, each holiday shall be observed from 12:00 a.m. (midnight) through 11:59 p.m. on the calendar day of the holiday. For example, if an employee's shift begins at 7:00 p.m. on the day before the holiday and ends at 5:00 a.m. on the holiday, the employee shall receive time and one-half for the hours worked between 12:00 a.m. and 5:00 a.m. Only hours worked during the midnight-to-midnight holiday period shall qualify for holiday premium pay.

3. The chart below summarizes holiday pay for Public Safety Dispatcher Series, Community Services Officer I/II and Parking Enforcement Officer employees:

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Employee receives eight (8) hours of holiday pay (base rate blended with CalPERS applicable specialty pays), plus overtime for hours worked. (payroll code 332 HOLIDAY 8 HR PAID BLEND)
Holiday falls on scheduled work day and employee works:	Employee receives eight (8) hours of holiday pay (base rate blended with CalPERS applicable specialty pays), plus time and one-half for hours worked on the day of the holiday. (payroll codes 332 HOLIDAY 8 HR PAID BLEND, 331 HOLIDAY WORKED 1.0, 361 HOLIDAY WORKED 0.5)
Holiday falls on scheduled work day and employee does not work:	Employee will receive eight (8) hours of holiday pay at the base rate and will use appropriate paid leave to take the day off, and/or to complete their eighty (80) hours for the pay period, consistent with the paid leave provisions of this MOU. Holiday pay is not reportable as special compensation. (payroll code 325 HOLIDAY 8 HOURS OFF)

For the holiday to be reported to CalPERS as special compensation in accordance with CCR sections 571 and 571.1, the employee must be normally required to work on an approved City holiday because they work in positions that require scheduled staffing without regard to holidays. The Holiday Pay calculation includes base pay blended with applicable CalPERS specialty pays.

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

1. The City shall have the right to schedule employees 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. Employees in the Water Treatment Facility Operator Series 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 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:

HOLIDAY/WORK SCHEDULE	**TREATMENT OF HOLIDAY PAY**
Holiday falls on regular day off:	Employee 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.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on scheduled work day and employee works:	In addition to the employee's regular base pay rate for the scheduled work day, the employee will code twelve (12) hours of half time plus the employee 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:	Employee 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 employee 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) *(in lieu of Admission Day)*
Labor Day	
Indigenous People's Day	*in lieu of Birthday Holiday

Holidays for employees 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 base 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:

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Employee 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 employee's regular base pay rate for the scheduled work day, employee 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, employee shall have the option of being compensated in either pay or compensatory time off.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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:	Employee 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 16. Sick Leave

16.1 The parties agree that sick leave is provided as a form of insurance to protect the employee during times of illness, injury, or family emergency as described in the City of Napa Civil Service Rules. It is not intended as a form of leave with pay to be used for personal or recreational purposes. Misuse of sick leave is understood to be a serious violation of City policy.

16.2 Once a year, during the month of December, employees may convert from the twelve (12) days sick leave accrual to an eight (8) day sick leave and one (1) day vacation leave accrual.

16.3 Existing sick leave may be converted to vacation leave on a ratio of three (3) days sick leave to one (1) day vacation leave, with a maximum conversion of five (5) new vacation days per calendar year. Employees wishing to exercise this option must so notify the Finance Department during the month of December. Conversion shall then become effective at the end of the pay period which contains January 1.

16.4 Employees shall accrue ninety-six (96) hours of sick leave benefit each calendar year based upon a bi-weekly accrual rate. There shall be no limit to the number of hours an employee may accrue during their employment with the City. Accrual rates for part-time employees are based on payroll calculation conversion to a 2080-hour annual work schedule.

16.5 State Disability Insurance (SDI) Integration:

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

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

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

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

e) The City will project the amount of SDI/PFL 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/PFL benefit received. The employee should cash/deposit the SDI/PFL income received.

f) An employee who does not wish to file for SDI/PFL, however, shall notify payroll and no such integration shall be made.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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

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

Section 17. Bereavement Leave

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

For the purpose of this provision, the immediate family shall mean father, mother, brother, sister, spouse, registered domestic partner, child, parent of employee's child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparent, stepchild, and other relatives where the employee has served "in loco parentis". An employee may take bereavement leave following their own reproductive loss event, or that of another person – such as a spouse or partner – if the employee would have been the parent of the child born or adopted. Upon reasonable belief that an employee is using bereavement leave in a manner inconsistent with this section, the City shall have the right to request reasonable evidence to substantiate use of bereavement leave.

Section 18. Elective Paid Leave and Personal Leave

18.1 Service Recognition Program

Effective the pay period beginning July 4, 2026, the City will credit employees hired prior to July 1,2026 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 10th year of continuous City Service in the twelve months preceding December 31	10 hours of Elective Paid Leave
Employees who completed their 15th year of continuous City Service in the twelve months preceding December 31	20 hours of Elective Paid Leave
Employees who completed their 20th year of continuous City Service in the twelve months preceding December 31	30 hours of Elective Paid Leave
Employees who completed their 25th year of continuous City Service in the twelve months preceding December 31	40 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.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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 employee 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 19. 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 an employee termination, the employee(s) shall be notified of such possibility no less than sixty (60) days prior to the effective date. Employee(s) shall be notified no less than forty-five (45) days prior to the effective date of any temporary layoff.

Section 20. Residency

Within a reasonable period of time from the date of appointment, as established by the City at the time of hire, employee shall be required to establish a bona fide residence in compliance with the requirements set forth below:

Division/Classification	**Requirement**
Street Division - all personnel	100 miles
Electrical Division - all personnel	100 miles
Fleet Division - mechanics	100 miles
IT Division - radio technicians	100 miles
Water Division – maintenance and treatment personnel	100 miles
Dispatch - all personnel	100 miles
Community Service Officers – all personnel	100 miles

Employees in the Division/Classification specified in chart above shall reside within one-hundred (100) miles of City Hall (955 School Street, Napa, CA 94559), “as the crow flies”.

Positions not listed above shall not be subject to a residency requirement.

The City will provide NCEA-SEIU, Local 1021 notice and an opportunity to meet and discuss the appropriateness of applying a residency requirement to new job classifications or positions added to the bargaining unit, and the residency requirement for each (if any) shall become part of this bargaining unit's Memorandum of Understanding. The meet and discuss process will be part of the normal classification specification review process.

The City Manager shall retain the right to waive these requirements in cases of hardship when it is determined that the performance of City services is not compromised.

Any permanent employee who is an employee of the bargaining unit as of October 1, 1997, shall not be required to come into compliance if this language is more restrictive than language contained in 1993-97 Memorandum of Understanding.

All employees shall be required to maintain a current statement of residence in the Human Resources and Finance Departments.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 21. Allowances

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

a) Community Service Officer series and Fire Prevention Inspector series

(1) $475 per year cash allowance

(2) Uniform cash allowance shall be paid bi-weekly for 26 pay periods, regardless of actual uniform purchase or replacement. The uniform allowance is intended to compensate employees for the ongoing cost of maintaining required uniforms.

(3) The City will provide a newly hired Community Service Officer with the following uniform items, which the employee is responsible for maintaining:

- two (2) long sleeve shirts,
- two (2) pants,
- one (1) jacket, and
- one (1) pair of boots in lieu of any initial allowance that was paid prior to this MOU.

The Police Chief will designate uniform specifications and vendor.

(4) The City will provide a newly hired Fire Prevention Inspector with the following uniform items, which the employee is responsible for maintaining:

- Three (3) approved uniform shirts (short or long sleeve)
- Three (3) approved uniform slack
- One (1) approved uniform belt
- Three (3) approved tee-shirt
- One (1) approved uniform jacket
- One (1) approved uniform cap
- One (1) pair of boots in lieu of any initial allowance that was paid prior to this MOU.

The Fire Chief will designate uniform specifications and vendor.

(5) The City agrees that it will replace, at no cost to the employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties without any negligence by the Inspector, as determined by the Department Head.

(6) For Classic members, the uniform allowance may be reported as special compensation in accordance with CCR §571, provided all regulatory requirements are met. Uniform allowance shall be considered non-pensionable compensation for PEPRA members and shall not be reported to CalPERS.

b) Pants Allowance

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Advanced Water Treatment Operator
Building Inspector I
Building Inspector II
Code Enforcement Officer
Concrete Finisher
Construction Inspector I
Construction Inspector II
Custodian
Electrical Supervisor
Electrician I
Electrician II
Electrician III
Engineering Aide
Only when assigned to: Utilities (Field-based assignments)
Public Works (Operations Division)
Engineering Assistant
Only when assigned to: Utilities (Field-based assignments)
Public Works (Operations Division)
Heavy Equipment Operator
Maintenance Craftsworker
Maintenance Laborer
Parking Enforcement Officer
Park Maintenance Worker I
Park Maintenance Worker II
Park Maintenance Worker III
Park Ranger I
Park Ranger II
Parks, Trees, and Facility Supervisor
Scale House Attendant
Scale House Supervisor
Senior Building Inspector
Senior Construction Inspector
Senior Engineering Aide
Only when assigned to:
Utilities (Field-based assignments)
Public Works (Operations Division)
Senior Park Ranger
Senior Scale House Attendant
Senior Water Laboratory Analyst
Senior Water Treatment Operator
Street Field Supervisor
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Worker III
Telecommunications Supervisor
Telecommunications Technician
Utilities Inventory Specialist
Utilities Program Compliance Coordinator
Waste Prevention Specialist
Water Conservation Specialist
Water Distribution Equipment Operator
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator III
Water Distribution Operator Lead
Water Distribution Supervisor
Water Laboratory Analyst
Water Plant Maintenance Electrician
Water Plant Maintenance Mechanic I
Water Plant Maintenance Mechanic II
Water Plant Maintenance Mechanic Lead
Water Services Worker
Water Treatment Operator
Water Treatment Operator Trainee
Watershed & Facilities Maint. Worker

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

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

e) The amount the City spends on uniforms and clothing provided to employees is considered PERSable income. The dollar amount spent will be reported to PERS as income and the employee will be responsible for the employee portion of PERS on that amount. For Classic members, the uniform allowance may be reported as special compensation in accordance with CCR §571, provided all regulatory requirements are met. For PEPRA members, the uniform allowance shall be considered non-pensionable compensation and shall not be reported to CalPERS.

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

g) Uniforms will be issued in accordance with City policy.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

21.2 Tool Allowance:

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

Equipment Mechanic (Entry, Journey, Master) $600/year

b) Tool allowance shall be paid annually in the pay period containing July 15th.

c) It is understood and agreed that the amount paid hereunder constitutes a reimbursement to employees for expenses actually and necessarily incurred in the purchase, upgrade and maintenance of tools in order to perform their duties.

21.3 Safety Attire

a) The City will provide Cal/OSHA compliant safety shirts or vests to employees identified by the Human Resources Department.

b) The City will provide an allowance of three hundred and fifty dollars ($350) for the purchase of safety toe footwear and inserts, or to resole/refurbish existing safety toe footwear to employees in the job classifications listed below. The allowance will be provided annually during the pay period that contains March 1st. Newly hired employees will receive the full allowance of three hundred and fifty dollars ($350) upon hire.

Advanced Water Treatment Operator
Building Inspector I
Building Inspector II
Code Enforcement Officer
Concrete Finisher
Construction Inspector I
Construction Inspector II
Custodian
Electrical Supervisor
Electrician I
Electrician II
Electrician III
Engineering Aide
Engineering Assistant
Equipment Mechanic – Entry
Equipment Mechanic – Journey
Equipment Mechanic – Master
Fleet Shop Supervisor
Heavy Equipment Operator
Maintenance Craftsworker
Maintenance Laborer
Parking Enforcement Officer
Park Maintenance Worker I
Park Maintenance Worker II
Park Maintenance Worker III
Park Ranger I
Park Ranger II
Parks, Trees, and Facility Supervisor
Scale House Attendant
Scale House Supervisor
Senior Building Inspector
Senior Construction Inspector
Senior Engineering Aide
Senior Park Ranger
Senior Scale House Attendant
Senior Water Laboratory Analyst
Senior Water Treatment Operator
Street Field Supervisor
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Worker III
Supervising Engineering Assistant
Telecommunications Supervisor
Telecommunications Technician
Utilities Inventory Specialist
Utilities Program Compliance Coordinator
Waste Prevention Specialist
Water Conservation Specialist
Water Distribution Equipment Operator
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator III
Water Distribution Operator Lead
Water Distribution Supervisor
Water Laboratory Analyst
Water Plant Maintenance Electrician
Water Plant Maintenance Mechanic I
Water Plant Maintenance Mechanic II
Water Plant Maintenance Mechanic Lead
Water Services Worker
Water Treatment Operator
Water Treatment Operator Trainee
Watershed & Facilities Maint. Worker

c) City will replace safety attire, including safety toe footwear, which has been damaged through excessive wear and tear, prior to the next safety toe footwear allowance. Requests for safety

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

toe footwear replacements shall be submitted to the employee's supervisor or manager, and the Human Resources Department. In order to be eligible for safety toe footwear replacement, the employee must provide the purchase receipt as proof that the safety toe footwear was purchased since the last allowance. If the safety toe footwear replacement is approved, the employee will receive the same amount from the purchase receipt.

d) Employees shall wear safety attire consistent with City Policy (e.g. the attire must be consistent with the policy and the employee must wear it in a manner consistent with the policy).

21.4 Meal Allowance

a) Each employee who is directed to work overtime on an emergency or unscheduled basis and who works under the following conditions shall be provided a meal allowance of $15.00 per meal:

1. Works continuously two (2) hours or more immediately before or after their regular shift working day.
2. Is called back to work outside of their working shift and works continuously for four (4) hours.
3. Works continuously for an additional four (4) hours after a meal in subsections 1 and 2 above.

b) Emergency or unscheduled overtime work is defined as overtime work that is not scheduled a minimum of eight (8) or more hours in advance of the overtime work.

c) The supervisor will determine whether the employee will be released from the job site without loss of compensation for up to one-half (1/2) hour to eat.

d) A supervisor may determine the necessity of providing an actual meal during the working period. If an actual meal is provided, the employee is not eligible for a meal allowance.

e) The employee will receive payment for meal allowances on the bi-weekly payroll for the pay period during which the emergency or unscheduled overtime was worked.

21.5 Tuition Reimbursement & Job-Related Training

a) 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.

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

21.6 Auto Allowances

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

b) All employees receiving an auto allowance will be responsible for maintenance and insurance of their vehicle. Each employee may submit requests for reimbursement for additional travel expenses in accordance with the City Travel Policy.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 22. Lateral Transfers and Reassignment

The Human Resources Department shall manage requests for lateral transfers across departments in accordance with Civil Service Rule 8, and requests for reassignment within the same department and same classification.

a. Department Directors will retain the discretion of making reassignment decisions based on their assessment of departmental needs. However, Department Directors shall consider requests for reassignment before conducting a recruitment for the vacancy. In considering an employee's request for reassignment some factors of consideration shall be documented performance, professional growth and development opportunities, morale, and retention of employee/s.

b. Human Resources will include information to employees on how to indicate their interest in a transfer and reassignment opportunities within their weekly "Jobs Available" email. The communication will make clear that someone can request to put their name on a transfer/reassignment list at any time, they do not need to wait until the position is posted to request to be placed on a transfer/reassignment list.

c. Human Resources will establish and maintain lists for lateral transfer and reassignment requests. Names will be maintained on the list for 12-months from the date of the employee's request and will be offered to hiring departments.

d. Employees will be responsible for submitting and updating their interest in transfer or reassignment to Human Resources.

Section 23. NCEA-SEIU, Local 1021 Business

23.1 a. The City will provide paid release time for a maximum of four (4) NCEA-SEIU, Local 1021 employees for the purpose of meeting and conferring with the City concerning issues which may arise during the term of this Memorandum of Understanding. NCEA-SEIU, Local 1021 retains the right to determine which of the NCEA-SEIU, Local 1021 board employees shall be their representatives for each meet and confer issue.

b. The Union may directly reimburse the City for an employee's salary and benefits while on City approved leave of absence for Union related business. The Union shall indemnify and hold harmless the City for any City liability and/or loss under this paragraph.

c. NCEA-SEIU, Local 1021 employee representatives (stewards) employed and recognized by the City shall assist employees in resolving grievances at the lowest possible administrative level. These employee representatives shall be afforded reasonable time for the investigation, and processing of grievances, for investigation of disciplinary actions, and to meet with management regarding such actions without loss of pay or benefits. The NCEA-SEIU, Local 1021 shall provide an updated list of stewards to Human Resources. Only stewards on the current list may be released under this provision or Section 23.2.

d. NCEA-SEIU, Local 1021 will attempt to give the City enough notice to allow for scheduling and other operational issues to be taken care of in advance of needed release time. Such request for release time shall normally be made 24 hours in advance and shall include the location and area of activity, the approximate time needed, and the general nature of the NCEA-SEIU, Local 1021 business involved. The City will make all reasonable efforts to accommodate release time but will have the right to deny release time if it appears that on-going operations will be unduly hampered or if it appears that excessive overtime will be required to fill in for an individual. In the event the City is unable to accommodate NCEA-SEIU, Local 1021's requests for release time for a specific representative and NCEA-SEIU, Local 1021 considers this specific representative vital to the issue scheduled for discussion, NCEA-SEIU, Local 1021 and the City will adjust the meet and confer schedule to better accommodate the employee who cannot attend.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

e. For the purpose of meeting and conferring with the City concerning contract reopeners or a successor Memorandum of Understanding, the City will provide paid release time for all seven (7) employees of the NCEA-SEIU, Local 1021 Board of Directors.

23.2 NCEA-SEIU, Local 1021 employees shall be allowed to donate accrued vacation and CTO to a pool for use by NCEA-SEIU, Local 1021 Executive Board members and stewards. In addition, the City shall contribute 1 hour per pay period per 100 bargaining unit FTE's into the pool (e.g., if the unit includes 220 FTE's, the City will contribute 2 hours per pay period). The City will contribute the full annual accrual at the beginning of each calendar year based on the budgeted FTE's in the bargaining unit.

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

Examples of covered events are:

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

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

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

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

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

23.3 Use of City Facilities. NCEA-SEIU, Local 1021 shall have the right to use City conference rooms and meeting facilities on the same basis as other governmental organizations. Use of non-public areas shall require prior authorization by the Department Head or designee. NCEA-SEIU, Local 1021 representatives shall have the right to contact individual employees during their duty period for representational activities, provided that they notify the Department Head or designee prior to such contact and such contact does not interfere with public service or safety requirements.

23.4 In accordance with City Council Resolution 2000-222, Council has provided for the use of space on the bulletin boards throughout City facilities for NCEA-SEIU, Local 1021. The placement or removal of information, letters, notices, agendas or other documents from such space is restricted to the NCEA-SEIU, Local 1021 Field Representative and their designee(s). NCEA-SEIU, Local 1021 may provide the City with up to four (4) locking bulletin boards (no larger than nine square feet) for the Community Service Building, City Hall, and two at the Corporation Yard. The City will install the locking bulletin boards in locations readily accessible to employees within sixty (60) days after delivery. The NCEA-SEIU, Local 1021 will maintain keys for these bulletin boards with one copy for each bulletin board maintained in the City Manager's office. In the event the City

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

determines that any posting on a NCEA-SEIU, Local 1021 bulletin board violates City policy, the City may remove the information after notifying NCEA-SEIU, Local 1021 (business agent or president) and requesting that it remove the material. The City may remove offensive or obscene material immediately upon notification to NCEA-SEIU, Local 1021.

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

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

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

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

23.6 NCEA-SEIU-1021 Membership Meetings

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

1. Meetings will occur at the noon hour (i.e., between 12 and 1).
2. In all cases where the Department deems it operationally appropriate, all bargaining unit employees will be permitted to schedule a full duty-free lunch hour (including employees who are normally scheduled for only ½ hour) beginning at noon. The parties understand that this may require modification of the work day (e.g., changes in start or end times). The parties agree that employees can also use leaves and/or a combination of leaves and schedule adjustment in order to attend membership meetings.
3. The Union intends to hold membership meetings at the Union Hall. However, the City will make the Council chambers available for the Union membership meetings pursuant to Section 23.3.
4. For employees whose regular work locations make it inconvenient to attend the meeting in person, the City will provide access to break rooms pursuant to Section 23.3 and will allow employees to utilize audio visual equipment to participate in the meeting (e.g., Microsoft Teams).
5. In months when there is no membership meeting, NCEA may schedule meetings of its executive Board during the noon hour. Where it is operationally appropriate, NCEA Board members will be permitted to take afull hour lunch (between 12 and 1) to attend executive Board meetings. Pursuant to Section 22.2, Board members who are normally scheduled for a half hour lunch will be permitted pool hours to make up the remaining half hour.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 24. Performance Improvement Plan

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

Section 25. Grievance Procedure

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

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.

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

25.3 Steps of the Grievance Procedure

STEP 1
The Grievant shall first attempt to resolve the alleged grievance through discussion with their immediate supervisor. The immediate supervisor shall respond in writing to the grievant's complaint within seven (7) calendar days of the step one discussion. If the grievant is not satisfied with the outcome of these discussions, they shall submit in writing on the approved grievance form the following within fourteen (14) calendar days following the above-noted response to the Department Manager, with a copy to the Human Resources Director:

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

STEP 2
The Department Manager shall investigate the facts pertinent to the grievance and report the conclusion to the employee, NCEA-SEIU, Local 1021, Human Resources Director within fourteen (14) calendar days of the receipt of the employee's grievance.

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

STEP 3
If the matter is not resolved at Step 2, the grievant shall, within fourteen (14) calendar days of receiving the department's response, submit the grievance to the Human Resources Director, who will investigate and inform the grievant and NCEA-SEIU, Local 1021 of their decision, in writing, fourteen (14) calendar days of receipt of the grievance from the employee.

STEP 4 - ARBITRATION
If the matter is not resolved at Step 3, NCEA-SEIU, Local 1021 shall, within fourteen (14) calendar days of receiving the Step 3 decision, notify the City Manager that it intends to submit the grievance to a neutral arbitrator. NCEA-SEIU, Local 1021's notification shall include a copy of the grievance,

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

a statement identifying any modifications of the grievance between Steps 1 and 3, and the reasons for the appeal (e.g., grievance denied at Step 3).

The neutral arbitrator shall be chosen by mutual agreement between NCEA-SEIU, Local 1021 and the City. In the event NCEA-SEIU, Local 1021 and the City cannot agree on a neutral arbitrator, they shall jointly request a list of seven (7) experienced and neutral Northern California arbitrators from the State of California Mediation and Conciliation Service. NCEA-SEIU, Local 1021 and the City shall meet within seven (7) calendar days after the list is available to select an arbitrator. In the event NCEA-SEIU, Local 1021 and the City cannot agree on an arbitrator from the list provided, they shall alternatively strike from the list until an arbitrator is selected. The first party to strike shall be determined by a coin toss, which can be accomplished either in person or over the phone.

Unless specifically modified by this MOU, the arbitration shall be subject to the requirements of California Code of Civil Procedure Part 3, Title 9, Sections 1280, *et seq*., and the neutral arbitrator shall comply with the National Academy of Arbitrators' Code of Professional Responsibility for Arbitrators of Labor Management Disputes.

The fees and expenses of the arbitrator and the court reporter shall be shared equally by NCEA-SEIU, Local 1021 and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrations shall normally be held at City Hall. If another location is requested by either party, the parties shall mutually agree on the location and the allocation of cost for securing that location.

After a hearing on the grievance, the arbitrator shall render a final and binding written award. In rendering an award, the arbitrator shall not add to, subtract from, change, or modify any provision of this MOU, and shall be authorized only to apply express provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.

25.4 Disciplinary Appeals. Notwithstanding the definition of a grievance in 24.1, NCEA-SEIU, Local 1021 may also submit appeals of final Notices of Disciplinary Action for dismissal, demotion, suspension, or salary reduction to the Step 4 Arbitration process. NCEA-SEIU, Local 1021 must notify the City Manager in writing within fourteen (14) calendar days after the employee's receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary appeal to arbitration. NCEA-SEIU, Local 1021's notification will include a written statement of the appeal setting forth a clear and concise statement of the reasons for the appeal, and a signed waiver from the affected employee indicating that they are electing to have the disciplinary appeal settled through binding arbitration in lieu of any alternative procedures described in section 24.5 below, including an appeal and/or hearing before the Civil Service Commission.

25.5 Alternative Procedures. Notwithstanding the arbitration procedure set forth above, for appeals of final disciplinary action an employee may elect to utilize alternative hearing processes available pursuant to City Charter Section 76.1. An employee electing such alternative procedures may not also utilize the Step 4 Arbitration procedures set forth in subsection 24.3 herein. Neither the employee nor NCEA-SEIU, Local 1021 may elect such alternative procedures for non-disciplinary grievances.

25.6 General Provisions

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

While it is permissible for either the affected employee or the NCEA-SEIU, Local 1021 representative to initiate and pursue a grievance through Step 3 of this Grievance Procedure, the affected employee and NCEA-SEIU, Local 1021 cannot both initiate and/or pursue a grievance on substantially the same matter (defined as a matter involving substantially the same set of individuals, facts, events or challenge to a specified provision of the MOU). Should both the employee's grievance and NCEA-SEIU, Local 1021's grievance arise from substantially the same

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

matter or conduct, the City will process NCEA-SEIU, Local 1021's grievance and the employee's grievance will be deemed waived. Nothing in this paragraph is intended to prejudice NCEA-SEIU, Local 1021's ability to represent multiple employees as part of the same grievance.

A grievance may not be advanced to Step 4 Arbitration by an employee. A grievance may only be advanced to Step 4 Arbitration by NCEA-SEIU, Local 1021.

The time frames established in this policy may be extended upon mutual agreement of the parties. If a deadline falls on a holiday, the deadlines shall be moved to the next business day. Failure by the grievant to follow any time limits contained herein, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall advance the grievance to the next step in the grievance procedure.

Section 26. Employee Personnel Files

The official personnel file for each City employee is considered confidential and shall be maintained by the Human Resources Department. An employee shall have the right to review their own official personnel file in Human Resources by scheduling a specific data and time with the Human Resources Department. The employee's representative must present written authorization from the employee prior to reviewing the file.

A copy of any personnel action, performance review, commendation or disciplinary action placed in the employee's personnel file will be provided to the employee by the employee's department at the time the material is sent to Human Resources for placement in the official file. The employee may be requested to acknowledge receipt of any document entered into their personnel file. In the event the employee refuses to sign the acknowledgement, the supervisor shall indicate such on the document. The employee may respond in writing through their Department Head to documents placed in the file which will be filed with the original document.

Any additional copies of documents from the employee's personnel file may be subject to reasonable charges in accordance with Human Resources Department and City policy.

After a period of two (2) years, employees may file a request for sealing a written reprimand (exclusive of employee evaluations), provided there has been no repetition of the behavior giving rise to the disciplinary action, no additional reprimand or disciplinary actions for any other cause have been filed during the intervening two (2) years, and there is no legal impediment to complying with the request. Such requests shall be reviewed by the Human Resources Director who shall grant or deny the request based upon considerations of the severity of the original infraction, advice of the department manager and subsequent performance by the employee.

If the Human Resources Director, in concert with the department manager, does not grant such a request, the employee can appeal the decision to the City Manager. When filing such an appeal, the employee shall have the option of providing a written request of appeal, with all supporting documentation, or requesting an informal meeting where the employee shall have the opportunity to make an oral and/or written presentation to the City Manager. The decision of the City Manager shall be final.

Section 27. ADA

The City and NCEA-SEIU, Local 1021 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. NCEA-SEIU, Local 1021 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. NCEA-SEIU, Local 1021 will be afforded an opportunity to consult with the City about the impact of such accommodation(s). ADA complaints will be processed under the City's Discrimination Procedure.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 28. Prevention of Harassment, Discrimination and Retaliation

The City shall maintain a policy that prohibits harassment, discrimination and retaliation. Any employee concerned that they have been subjected to any harassment, discrimination and/or retaliation shall consult Administrative Regulation 3.03.001.

Section 29. Disciplinary Process

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

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

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

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

Section 30. Finality of Provisions

30.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

30.2 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 scope of representation during the period of the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. During the term of this Memorandum of Understanding, there will be no change in any benefit provided in this Memorandum of Understanding without the mutual consent of the City and NCEA-SEIU, Local 1021. There will be no change in any matter outside this Memorandum of Understanding 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 years 2016, 2017 and 2018 with respect to any subject matter within the scope of representation for a proposed Memorandum of Understanding between the parties to be effective on or after January 1, 2019. In addition, the City and NCEA-SEIU, Local 1021 may, at any time, by mutual agreement, meet to address issues that may arise during the term of this MOU.

Section 31. Prior Agreements

The parties understand and agree that this Memorandum of Understanding supersedes all prior Memoranda of Understanding, amendments and side letters 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 32. 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.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 33. Employee Rights

Nothing in the Memorandum of Understanding shall be construed to deny an employee all applicable rights afforded by law.

Section 34. Management Rights

The City shall have management rights, including but not limited to the following, except as otherwise limited by this Memorandum of Understanding, 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 manpower 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 employees as contemplated by State law to be within the scope of meet and confer.

Section 35. No Strike, No Lockout

The City will not lock out NCEA-SEIU, Local 1021 or any employees thereof, and neither NCEA-SEIU, Local 1021 nor any employees thereof will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

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 1,2026.

36.2 The parties agree to initiate negotiations for a successor Agreement no later than March 1, 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 2026-2030 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 37. Labor Management Committee

The parties agree that Joint Labor Management Committees (LMC) can further the development of effective communications and relations between labor and management. The City agrees to hold City-wide LMCs with NCEA-SEIU, Local 1021. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed. The City shall provide release time for up to three (3) employees attending the LMC and NCEA-SEIU, Local 1021 will identify the participants in advance.

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

Section 38. Contracting Services

No less than 60 days prior to the contracting of bargaining unit work or services which would result in the elimination of a bargaining unit position or in a reduction in the hours of a bargaining unit position, or as soon as possible in the case of an emergency, the city shall notify the NCEA-SEIU, Local 1021. The City Manager or designee shall provide the NCEA-SEIU, Local 1021 with information as to the scope of work to be contracted, the cost associated with those contracts, and the intended duration of the contracts. NCEA-SEIU, Local 1021 may request additional information as needed. This shall not apply to contracts which preceded the ratification and adoption of this MOU. Upon request of NCEA-SEIU, Local 1021, the parties will meet and confer on issues within the scope of bargaining concerning the proposed contracting out of work or services.

Effects bargaining. Where appropriate, the City will effects bargain on work that is being currently performed by City employees that is to be subcontracted and employees laid off.

Section 39. Reopener

FLSA. 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 negotiations over any provision or practice inside or outside this contract, to recoup the added cost attributable to the NCEA-SEIU, Local 1021 bargaining unit. Language in this section shall be implemented in accordance with Section 30 (Finality of Provisions) of this MOU**.**

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.

Section 41. 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.

Section 42. Part-time Extra-Help Employees

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

- Section 1 – Recognition
- Section 2 – Term
- Section 3.1 – Salary and Classification Pay Plan
- Section 3.2 – Bilingual Specialty Pay
- Section 3.3 – Hazard Pay Differential
- Section 5.2 – Rest Periods

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

- Section 9 – Union Security
- Section 17 – Bereavement Leave
- Section 21.4 – Meal Allowance
- Section 23.3 – Use of City Facilities
- Section 23.5 – Discrimination Against Employees for Participating in Union Activities Prohibited
- Section 27 – ADA
- Section 28 – Prevention of Harassment, Discrimination and Retaliation
- Section 31 – Prior Agreements
- Section 32 – Separability of Provisions
- Section 33 – Employee Rights
- Section 34 – Management Rights
- Section 35 – No Strike, No Lockout
- Section 36 – Effective Date
- Section 37 – Labor Management Committee
- Section 38 – Contracting Services
- Section 39 – Reopener

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

1) Certification Premium Pay

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

2) Hours & Overtime

a. Workweek

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

b. Accrued Hours

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

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

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

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

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

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

c. Overtime Defined

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

d. Call-Back Pay

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

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

3) Work Schedules

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

4) Inactive Employees

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

5) COPE Deductions

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

6) Health and Welfare

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

7) Retirement/PERS

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

8) Sick Leave Accrual and Use

Sick leave benefits are as follows:

a. Each part-time employee shall be provided 40 hours every calendar year. Part-time employees are not to use sick leave until their 90th day of employment. The bank of hours will be available after the first full pay period of the calendar year.

b. Each City employee shall be entitled to use paid sick leave for any purpose required by California Labor Code section 246.5(a), including: "diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member" or "for an employee who is a victim of domestic violence, sexual assault, or stalking" (as further defined by California Labor Code sections 230(c) and 230.1(a)).

c. If an employee separates from the City and is rehired within the same calendar year, previously unused paid sick leave shall be reinstated.

9) Allowances

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

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

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

10) SEIU, Local 1021 Business

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

11) Grievance Procedures

a. Definition
A grievance is any dispute which involves the interpretation application, or claimed violation of any provisions of this Memorandum of Understanding, which actually affects one or more employees. Grievances will be processed in accordance with the following procedure:

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

b. Steps of the Grievance Procedure
STEP 1 - Informal Resolution
The Grievant shall first attempt to resolve the alleged grievance through discussion with their immediate supervisor. The immediate supervisor shall

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

hold discussions and attempt to resolve the matter within seven (7) calendar days after presentation or introduction of the grievance.

STEP 2 - Formal Written Grievance
If the grievance is not settled during the informal conference and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within fourteen (14) calendar days after the informal conference. The written information shall include the specific grounds of the grievance, a listing of the provisions which are alleged to have been violated, a listing as to why the immediate supervisor's response is unacceptable, and a listing of specific actions requested by the grievant which will remedy the grievance.
The immediate supervisor shall communicate the decision to the grievant in writing within fourteen (14) calendar days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may elevate the grievance to the next level.

STEP 3 - Appeal to the Department Head/City Manager
If the grievant is not satisfied with the decision at Level 2, the grievant may, within fourteen (14) calendar days of the receipt of the decision at Level II appeal the decision to the department head. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

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

STEP 4 - State Mediation
If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievant be scheduled for State Mediation.

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

12) Health and Safety

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

13) Retired Annuitants

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

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

This Memorandum of Understanding is executed at Napa, California on September 2, 2026 | 4:37:55 PM PDT.

CITY OF NAPA

Signed by:
Steve Potter
5486594219F8449...
Steve Potter, City Manager

NAPA CITY EMPLOYEES' ASSOCIATION-SEIU, Local 1021

Signed by:
Cody Weiss
AEEE00786E65454...
Cody Weiss, President

Signed by:
David Youdell
F7897A233144473...
Dave Youdell, Vice President

Signed by:
Sandra Wall
3B2A5CC8CBC549F...
Sandra Wall, SEIU Field Representative

Signed by:
EC843A838927498...
Emma Gerould, SEIU Field Director

DocuSigned by:
David Canham
35487423365A4D2...
David Canham, SEIU Executive Director

COUNTERSIGNED:

DocuSigned by:
Erika Leahy
2732A8BB1E434D2...
Erika Leahy, City Auditor

APRROVED AS TO FORM:

Signed by:
Renee Giacomini Brewer
7769D1D48ADA41A...
Renée Giacomini Brewer, City Attorney

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

EXHIBIT “A”
NCEA-SEIU, Local 1021 MOU – EXHIBIT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
JULY 4, 2026

Each “Job Title” listed below refers to a “classification” or “class” of employees.

Each annual minimum and annual maximum listed below refers to the annual salary range for the base salary for the identified classification.

JOB TITLE	ANNUAL MIN	ANNUAL MAX
ACCOUNT CLERK I	63,240.46	76,389.32
ACCOUNT CLERK II	68,306.58	82,520.24
ACCOUNTING TECHNICIAN	81,060.39	97,952.62
ACCOUNTING TECHNICIAN (ENTRY)	73,706.50	89,030.78
ADMINISTRATIVE SECRETARY	86,510.20	104,479.79
ADVANCED WATER TREATMENT OPERATOR	114,369.16	138,170.42
ASSISTANT PLANNER	97,093.82	117,303.68
BUILDING INSPECTOR I	88,756.39	107,251.02
BUILDING INSPECTOR II	103,568.73	125,125.59
BUYER	73,266.99	88,482.00
CODE ENFORCEMENT ASSISTANT	72,213.38	87,240.71
CODE ENFORCEMENT OFFICER	93,718.00	113,198.52
COMMUNITY SERVICES OFFICER I	69,263.99	83,687.89
COMMUNITY SERVICES OFFICER II	75,799.45	91,562.05
CONCRETE FINISHER	77,948.72	94,170.56
CONSTRUCTION INSPECTOR I	91,019.23	109,931.97
CONSTRUCTION INSPECTOR II	101,124.16	122,154.82
CRIME ANALYSIS TECHNICIAN	83,431.32	100,849.76
CUSTODIAN	63,330.72	76,515.73
ELECTRICAL SUPERVISOR	119,835.84	144,774.74
ELECTRICIAN I	90,469.25	109,303.60
ELECTRICIAN II	98,888.64	119,464.37
ELECTRICIAN III	108,949.62	131,613.55
ENGINEERING AIDE	81,531.97	98,478.85
ENGINEERING ASSISTANT	107,395.93	129,741.53
EQUIPMENT MECHANIC - ENTRY	68,529.89	82,812.45
EQUIPMENT MECHANIC - JOURNEY	87,866.71	106,157.02
EQUIPMENT MECHANIC - MASTER	94,593.41	114,275.88
FIRE PREVENTION INSPECTOR I	91,566.82	110,607.85
FIRE PREVENTION INSPECTOR II	100,723.85	121,659.48
FLEET SHOP SUPERVISOR	108,930.62	131,602.87
HEAVY EQUIPMENT OPERATOR	83,685.51	101,105.15
HEAVY EQUIPMENT OPERATOR TRAINEE	71,299.19	86,137.19
HOMELESS INTERVENTION COORDINATOR	79,385.54	95,905.98
HOUSING REHABILITATION SPECIALIST	95,982.00	115,954.30
HOUSING SPECIALIST	75,824.41	91,601.25
HUMAN RESOURCES COORDINATOR	83,483.58	100,853.34
IMAGING CLERK	60,400.69	72,973.13
MAINTENANCE CRAFTSWORKER	85,822.43	103,658.99
MAINTENANCE LABORER	52,245.84	63,124.06
OFFICE ASSISTANT I	57,418.87	69,348.31
OFFICE ASSISTANT II	63,221.46	76,373.18
PARK MAINTENANCE WORKER I	66,941.76	80,866.77
PARK MAINTENANCE WORKER II	74,149.55	89,589.07

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

PARK MAINTENANCE WORKER III	81,539.10	98,481.21
PARK RANGER I	66,921.57	80,858.46
PARK RANGER II	72,176.55	87,186.07
PARKING ENFORCEMENT OFFICER	69,263.99	83,687.89
PARKS, TREES, & FACILITIES SUPERVISOR	97,238.73	117,467.62
PAYROLL SPECIALIST	86,137.19	104,062.86
PERMIT TECHNICIAN	83,495.47	100,924.59
PLANNING AIDE	78,846.27	95,237.24
PLANS EXAMINER	113,929.04	137,641.83
PLANT MAINTENANCE ELECTRICIAN	100,706.33	121,664.23
POLICE FORENSIC SPECIALIST	87,554.30	105,738.89
POLICE OFFICER TRAINEE	72,176.55	87,186.07
POLICE PROPERTY TECHNICIAN	76,882.77	92,869.88
POLICE RECORDS SPECIALIST I	59,325.35	71,671.73
POLICE RECORDS SPECIALIST II	65,274.04	78,860.54
POLICE RECORDS SUPERVISOR	90,725.84	109,585.11
PUBLIC SAFETY DISPATCH CALL TAKER	78,235.72	94,542.35
PUBLIC SAFETY DISPATCH SUPERVISOR	103,215.94	124,713.42
PUBLIC SAFETY DISPATCHER I	86,106.34	104,001.10
PUBLIC SAFETY DISPATCHER II	93,911.60	113,461.04
RECREATION COORDINATOR	75,799.45	91,563.25
SCALE HOUSE SUPERVISOR	81,077.15	97,933.86
SCALE HOUSE ATTENDANT	60,247.11	72,777.59
SECRETARY	76,736.66	92,678.63
SENIOR BUILDING INSPECTOR	113,929.04	137,641.83
SENIOR CONSTRUCTION INSPECTOR	113,929.04	137,641.83
SENIOR ENGINEERING AIDE	89,302.80	107,871.07
SENIOR FIRE PREVENTION INSPECTOR	115,807.64	139,908.24
SENIOR HOUSING SPECIALIST	85,822.43	103,658.99
SENIOR OFFICE ASSISTANT	76,736.66	92,678.63
SENIOR PARK RANGER	79,385.54	95,905.98
SENIOR PERMIT TECHNICIAN	91,893.66	111,017.53
SENIOR POLICE RECORDS SPECIALIST	76,736.66	92,678.63
SENIOR SCALE HOUSE ATTENDANT	73,706.50	89,030.78
SENIOR WATER LABORATORY ANALYST	101,980.59	123,203.67
SENIOR WATER TREATMENT OPERATOR	120,087.59	145,078.88
STORMWATER PROGRAM COORDINATOR	113,929.04	137,641.83
STREET FIELD SUPERVISOR	104,720.91	126,507.04
STREET MAINTENANCE WORKER I	65,480.73	79,108.77
STREET MAINTENANCE WORKER II	74,241.03	89,682.91
STREET MAINTENANCE WORKER III	88,706.55	107,171.46
SUPERVISING ENGINEERING ASSISTANT	113,929.04	137,641.83
TELECOMMUNICATIONS SUPERVISOR	112,197.90	135,547.28
TELECOMMUNICATIONS TECHNICIAN	98,888.64	119,464.37
UTILITIES INVENTORY SPECIALIST	73,316.77	88,574.66
UTILITIES PROGRAM COMPLIANCE COORDINATOR	93,718.00	113,198.52
WASTE PREVENTION SPECIALIST	93,718.00	113,198.52
WATER CONSERVATION SPECIALIST	93,718.00	113,198.52
WATER DISTRIBUTION EQUIPMENT OPERATOR	90,679.46	109,550.66
WATER DISTRIBUTION OPERATOR I	73,352.18	88,617.42
WATER DISTRIBUTION OPERATOR II	84,355.40	101,910.51
WATER DISTRIBUTION OPERATOR III	90,679.46	109,550.66
WATER DISTRIBUTION OPERATOR LEAD	99,747.70	120,506.10
WATER DISTRIBUTION SUPERVISOR	114,709.35	138,581.41
WATER LABORATORY ANALYST	92,709.81	112,003.56
WATER PLANT MAINTENANCE ELECTRICIAN	102,495.81	123,826.09
WATER PLANT MAINTENANCE MECHANIC I	88,237.14	106,600.08
WATER PLANT MAINTENANCE MECHANIC II	97,060.56	117,259.74

Docusign Envelope ID: 5AC8584E-A658-894D-833D-CD4FC35E8D60

WATER PLANT MAINTENANCE MECHANIC LEAD	106,766.91	128,986.06
WATER SERVICE WORKER	81,150.68	98,041.72
WATER TREATMENT OPERATOR	108,923.11	131,590.99
WATER TREATMENT OPERATOR TRAINEE	90,768.92	109,658.77
WATERSHED AND FACILITIES MAINTENANCE WORKER	84,355.40	101,910.51

JOB TITLE	**HOURLY MIN**	**HOURLY MAX**
*CLASSIFICATIONS AND SALARY RANGE EFFECTIVE JULY 4, 2026		
RECREATION ASSOCIATE	19.82	25.18
RECREATION PROGRAM MANAGER	25.71	32.14
WASTE PREVENTION ASSOCIATE	24.16	39.53