

**City Proposals
Presented as of
October 31,
2013**

October 22, 2013

| MOU SECTION | CITY PROPOSAL |
|--|--|
| Preamble | Delete reference to AFL-CIO |
| Recognition (1) | City's 10/16/13 proposal, adding clarifying language. |
| Term (2) | 2 years, 1/1/14- 12/31/15 |
| Compensation (3) | Salary increases will be effective with the pay periods beginning on the following dates: 1/04/14 or upon adoption by the City Council, whichever occurs later = 1.7% 1/03/15 = 1.7% Salary surveys remain for informational purposes only. |
| EMD Differential (3.6) | Roll into base salary |
| Class A or B License (3.14) | To be paid in 30 minute increments |
| Compensatory Time Off (5.5) | Reduce all dispatchers to 100 hour cap |
| Rates of Differential Pay (6.2) | Status Quo |
| Acting Supervisor/ Training Pay (7.4) | Eliminate section in its entirety (Dispatchers will be subject to Acting Assignment and Out of Class Pay per 7.1 and 7.2) |
| Medical (10) | Effective the first full pay period following adoption, medical rates will be: FY 13/14, City will contribute the following amounts, or 85% of Kaiser (whichever is higher). Employee only \$ 578.00 Employee plus one \$1,157.00 Family \$1,539.00 FY 14/15, 8% increase to the defined contribution, or 85% of Kaiser (whichever is higher). Employee only \$ 625.00 Employee plus one \$1,250.00 Family \$1,662.00 FY 15/16, 8% increase to the defined contribution, or 85% of Kaiser (whichever is higher). Employee only \$ 675.00 Employee plus one \$1,350.00 Family \$1,795.00 Cash in lieu – status quo |
| Retirement (12.1-12.9) | Conform Section to comply with PEPPA requirements |
| Retiree Medical (12.10.1) | Amend cost-share provisions to sideletter Reduce retiree medical vesting schedule from a minimum of 15 years to a minimum of 10 years working with the City for employees hired on or after January 1, 2013. |
| Deferred Comp (13.2) | Status Quo |
| Holiday Pay (15) | Per City proposal |

October 22, 2013

| MOU SECTION | CITY PROPOSAL |
|--|---|
| Bereavement Leave (17) | <p>Per City's 10/16/13 proposal, add the following language to end of first paragraph:</p> <p>"The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member."</p> <p>Add brother-in-law, sister-in-law, and stepparents to definition of immediate family.</p> |
| Residency (20) | Add Community Service Officer with 60 minute requirement |
| Uniform Allowance (21.1) | <p>Eliminate Parking Enforcement Officer</p> <p>Fire Prevention Inspectors - \$525/year (2 pants, 2 shirts and boots) [City will no longer provide uniforms]</p> <p>\$200/year for pants</p> <p>Non-cash \$300/year for City logo apparel – status quo</p> <p>Remainder status quo</p> |
| Tool Allowance (21.2) | Status Quo |
| Safety Shoe Allowance (21.3) | <p>Re-title "safety shoe" to "Boot allowance"</p> <p>Increase reimbursement for specified employees to \$200/year</p> <p>New hires receive an advance initial allowance of \$200</p> <p>Employees will need to wear safety toe footwear consistent with the City Policy (e.g., the footwear must be consistent with the policy and the employees must wear them in a manner consistent with the policy)</p> |
| Tuition Reimbursement (21.5) | <p>City will pay for certification/license training classes approved by the Department Head</p> <p>City will provide employees with time-off during normal working hours, to attend certification/license training classes approved by the Department Head</p> |
| NCEA Business – Release Time (22.2) | <p>Release time is subject to the City's operational needs</p> <p>22.2. Union representatives or stewards can use the Union leave bank for time related to steward duties not referenced in 22.1, including attendance at the monthly Steward Council meeting.</p> |
| Grievance Procedure (23.1) | Remove reference to discrimination and harassment complaints in paragraph 2. |
| Closure Days (33) | Eliminate language. |
| Specialty Pays – Fire Prevention Inspectors (NEW) | Status Quo. |
| POST Certificate Differentials - Dispatcher (NEW) | Status Quo |

October 22, 2013

| MOU SECTION | CITY PROPOSAL |
|---|--|
| Education Incentive – Dispatchers and Fire Prevention Inspectors (NEW) | Status Quo |
| General Clean-up | Per City 9/18/13 Proposal For general clean-up purposes and to provide consistent terminology throughout the MOU, the City intends to replace all phrases throughout the MOU that refer to those employees who belong to NCEA with the term "member," where applicable. Examples of phrases to be replaced include, but are not limited to, "bargaining unit member," "employee," "person," "unit members," etc. |

Any items/provisions not explicitly addressed in this package proposal remain status quo.

REV 10/16/13

City of Napa & Napa City Employees' Association (NCEA)
2013 Successor MOU Negotiations

City of Napa Counter Proposal – Union Revised Proposal #8

Distributed at the Bargaining Table on
October 16, 2013

Preamble

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.), the City Charter of the City of Napa, and applicable ordinances and resolutions of the City of Napa, by and between the City of Napa (hereinafter City) and the Napa City Employees' Association, Service Employees International Union, Local 1021, AFL-CIO/CLC (hereinafter NCEA). As a result of meet and confer sessions, the City and NCEA have agreed to the following:

Section 1. Recognition

The City has recognized NCEA as the certified employee organization representing all non-management, non-safety (i.e., non Police or Fire Service) employees, exclusive of: (1) those employees represented by the Association of Administrative, Managerial and Professional Employees of the City of Napa (AMP); (2) unclassified and part-time employees; and (3) personnel excluded under Section 3 of City Council Resolution No. 74-319, City Council Resolution No. 79-236 and City Council Resolution No. 83-64. As used in this MOU, "member" refers to all classified employees represented by NCEA and regularly employed in a class listed in Exhibit A.

NOTE: For general clean-up purposes and to provide consistent terminology throughout the MOU, the City intends to replace all phrases throughout the MOU that refer to those employees who belong to NCEA with the term "member," where applicable. Examples of phrases to be replaced include, but are not limited to, "bargaining unit member," "employee," "person," "unit members," etc.

Encl 10/16/13

City of Napa & Napa City Employees' Association (NCEA)
2013 Successor MOU Negotiations

City of Napa Counter Proposal – Union Proposal #12

Distributed at the Bargaining Table on
October 16, 2013

Section 3.14. California Class A or B Driver's License

A differential of 5% of the employee's base salary will be paid to those employees assigned to drive vehicles requiring possession of a valid California Class A license or Class B license when this responsibility is not a part of the employee's regular class specification. Differential pay will be paid ~~by the hour~~ in one-half hour (30 minutes) increments based on the hours actually performing the duties requiring a California Class A license or Class B license. Employees shall be enrolled in the City's DOT Drug and Alcohol Testing Program to be eligible to drive commercial vehicles requiring a California Class A license or Class B license.

City of Napa Proposal

Distributed at the Bargaining Table on
September 30, 2013

Holiday Pay (Section 15):

- Applies to 24/7 operations. Currently – Dispatchers, Call Takers, CSO's, Water Treatment Facility Operators, and Water Treatment Facility Operator Trainees.
- Holiday Pay = 5.2% (based on 13.5 Holidays)
- OT or CTO is not provided when scheduled to work a holiday
- OT/CTO if required to work on scheduled day off (holiday or not)
- Base pay will be adjusted for each class to "make whole" between current pay for Holidays and proposed Holiday Pay.
- Designate recognized holidays in lieu of floating holidays so holiday pay for these days are PERSable.
- Does not apply to Scale House Attendants.

Basis for adjustment to Base Pay:

Dispatchers and Call Takers

Current Pay: 13.5 days x 8 (OT) = 162 hrs. = 7.8%

Proposed: Holiday Pay = 5.2%
Base Pay Increase = 2.6%

Water Treatment Operators and Trainees

Current Pay: Assume scheduled to work 7 holidays per year. For employee on SMTW shift, this is 5 holidays on Mondays, and 2 of the 4.5 Holidays that could fall on their scheduled days.

7 days x 12 (OT) = 126 hrs.
6.5 days x 8 = 52 hrs.
TOTAL = 178 hrs. = 8.6%

Proposed: Holiday Pay = 5.2%
Base Pay Increase = 3.4%

CSO's

Current Pay: Holiday Pay = 4.4% (based on 11.5 holidays) + 1 Floating Holiday + 1 Bday holiday

Proposed: Holiday Pay = 5.2%

City of Napa Proposal

Distributed at the Bargaining Table on
September 30, 2013

- Delete Section 3.6 EMD Differential and add 5% to base pay – Call Takers and Dispatchers
- Delete Section 15.2 Holidays for Dispatchers – Add 5.2 % holiday pay and 2.6% base pay increase (see details on Holiday Pay proposal, dated 9/30/13)

Section 5. Hours and Overtime

- 5.5 Compensatory Time Off (CTO): In lieu of overtime payment, employees shall have the option of accruing compensatory time off 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 (100) hours of CTO; ~~provided, however, that Public Safety Dispatchers I and II shall be allowed to accrue up to one hundred twenty (120) hours of CTO, and Supervising Public Safety Dispatchers shall be allowed to accrue up to one hundred sixty (160) hours of CTO.~~ Employees who exceed the maximum hourly amount of Compensatory Time Off shall receive pay in the pay period in which the overage occurs for all hours that exceed the maximum. Employees may elect, twice each calendar year, to receive pay for up to fifty percent (50%) of their Compensatory Leave balance. Compensatory Leave balances of less than five (5) hours shall not qualify for this cash-out provision. The City will send out notices on or before November 1 and 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 November 16 or May 16, respectively. Payment shall be made in the pay period that contains December 1 or June 1, respectively.

Compensatory time off 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.

REL'0 10/16/13

City of Napa & Napa City Employees' Association (NCEA)
2013 Successor MOU Negotiations

City of Napa Counter Proposal – Union Proposal #6

Distributed at the Bargaining Table on
October 16, 2013

Section 17. Bereavement

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 three (3) regularly scheduled work days. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave. The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.

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

City of Napa & Napa City Employees' Association (NCEA)
2013 Successor MOU Negotiations

City of Napa Proposal

Distributed at the Bargaining Table on
September 23, 2013

Section 2. Term

The term of this Memorandum of Understanding shall be January 1, 2014~~2~~ through December 31, 2015~~3~~.

This Memorandum Of Understanding is intended to and shall supercede the parties' previous Memorandum of Understanding (City #67110C2013-171) dated ~~April 28, 2003~~ December 19, 2012.

City of Napa Proposal

Distributed at the Bargaining Table on
September 23, 2013

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. Historically, the survey universe included the following cities: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo. The parties will meet and discuss survey agencies, parameters, and methodology no later than eight months prior to the expiration of the MOU. Any surveys performed by the parties will be informational only.

~~Salary tables are attached in Exhibit A. There shall be no increases to base salaries during the term of the MOU.~~

Effective the pay period beginning January 4, 2014 or upon adoption of the MOU by City Council, whichever is later, the City will provide NCEA members an increase to base salary of 1.4%

Effective the pay period beginning January 3, 2015, the City will provide NCEA members with an increase to base salary of 1.4%

3.2 ~~At the request of any employee currently working a 37.5-hour work week, the employee's work week shall be converted to a 40-hour work week. Salary/salary range shall be adjusted by 6.67% to compensate for the additional hours the employee will be working. Existing leave balances for sick leave and vacation shall be re-factored to reflect an 8-hour daily accrual rate. Employees hired after January 1, 1998 in these classifications shall be hired at the 40-hour per week schedule and salary range.~~

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 1. Recognition

The City has recognized NCEA/as the certified employee organization representing all non-management, non-safety (i.e., non Police or Fire Service) employees, including the position of Parking Enforcement Officer, exclusive of: (1) those employees represented by the Association of Administrative, Managerial and Professional Employees of the City of Napa (AMP); (2) heads of department unclassified and part-time employees; and (3) personnel excluded under Section 3 of Resolution No. 74-319, Resolution 79-236 and Resolution 83-64, as it has and continues to exist since July 1, 1977. As used in this MOU, "member" refers to all classified employees regularly employed in a class listed in Exhibit A.

NOTE: For general clean-up purposes and to provide consistent terminology throughout the MOU, the City intends to replace all phrases throughout the MOU that refer to those employees who belong to NCEA with the term "member," where applicable. Examples of phrases to be replaced include, but are not limited to, "bargaining unit member," "employee," "person," "unit members," etc.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 3. Compensation

- 3.11 Salary upon promotion. Upon promotion to another NCEA classification the City agrees to concurrently adjust the ~~employee's~~member's base salary by at least 5%; provided, however, that in no event shall a member's base salary not to exceed the top step of the new classification.
- 3.12 Salary upon advancement. ~~Classes in a flexibly staffed series are those so defined by adopted class specifications.~~ Advancement from one level of a flexibly-staffed ~~series~~ classification to the next level of a flexibly-staffed series (i.e. from OAI to OAI1) will be enacted in conjunction with a performance evaluation which documents attainment of the requisite experience, knowledge, skills, and abilities. The requirements for advancement within a flexibly-staffed series are those established by the adopted class specification. Upon such advancement, the City agrees to concurrently adjust the ~~employee's~~member's base salary by at least 5%; provided, however, that in no event shall a member's base salary not to exceed the top step of the new classification.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 5. Hours and Overtime

Standby Pay: ~~The City shall pay three hundred dollars (\$300.00) per week stand-by pay to any bargaining unit member who is assigned to stand-by duty during the week. Effective the pay period containing July 1, 2013, the City shall pay three hundred fifty dollars (\$350.00) per week stand-by pay to any member who is assigned to stand-by duty during the week. The City shall provide a cell phone or a cell phone stipend to such persons. Standby pay shall be pro-rated on a per day basis when the unit member assigned does not remain on standby for a full 7-day week.~~

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 7. Acting Pay and Out of Class Pay

- 7.1 Acting Pay. ~~An employee member~~ temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay. ~~An employee member~~ must meet the minimum qualifications of the higher classification, and will be assigned in writing by his or her supervisor.
- (a) Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from the first hour of the acting assignment at a rate at least five percent (5%) above the ~~employee's member's~~ regular base salary, but not to exceed the top step of the higher classification.
- (b) An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee. ~~An extension of an acting assignment must be approved by the Human Resources Director.~~
- 7.2 Out-of-Class Pay. ~~An employee~~ A member who either (1) is temporarily assigned to perform additional duties outside the scope of the job specification of the ~~employee's member's~~ regular classification, in addition to the ~~employee's member's~~ regular job duties, or (2) is temporarily assigned to perform the full range of duties of a higher classification for at least two weeks or longer due to the vacancy or temporary absence of the employee regularly employed in the higher classification but who does not meet the minimum qualifications of the higher classification will receive Out-of-Class pay at a rate at least five percent (5%) above the ~~employee's member's~~ regular 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.
- 7.3 ~~An employee~~ employee member not so assigned but contending that they were assigned in a manner other than that described above or are performing a major portion of duties of a higher classification within the classified service may file a request with the Human Resources Director for Acting Pay or Out-of-Class Pay.
- 7.4 Dispatch Employees - Acting Supervisor/Training Pay: Individuals assigned by the Dispatch Manager (or designee) as Acting Supervisor or Dispatch Training Officer shall receive four percent (4%) per hour above the ~~employee's member's~~ regular base salary for each hour worked in either capacity.
- 7.5 Acting Pay and Out-of-Class Pay is defined as Temporary Upgrade Pay, which is compensation earnable to ~~employees members~~ who are required by the City to work in an upgraded position/classification of limited duration, subject to the limitations of the Public Employees Retirement Law (PERL).

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 8. Without Pay Practices

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

- 8.1 A leave of absence without pay may be granted by the City Manager upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable. ~~Such leave may be extended up to one (1) year by action of the City Council.~~
- 8.2 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 a person 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, ~~PacificCare, Health-Net,~~ 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 applicable to leaves of absence without pay as delineated in this MOU and/or Civil Service rules apply.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 9. Dues Deduction and Agency Fees

9.2 Agency Fee Deduction Process: Effective upon ratification of this Agreement, the City agrees to an Agency Fee provision, in accordance with State and Federal law, with automatic dues and agency fees deduction.

1. During the term of this Agreement, every employee in the representation unit covered by the Memorandum of Understanding, with the exception of those persons who were non-members as of December 31, 1996, shall remain a member in good standing of NCEA; or, pay to NCEA a monthly agency fee not greater than the amount chargeable to non-members for representation and bargaining services; or, in the case of an employee who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, pay a sum equal to agency fees to one of the following organizations; (1) Napa-Solano United Way, (2) NEWS (Napa Emergency Women's Shelter), (3) or the Napa Food Bank.

2. Newly hired employees shall comply with one of these requirements within thirty (30) days of starting employment with the City. The new hire list will be transmitted to the SEIU Local 1021 office with the notation of the new employee's classification and department, along with the transmittal of the monthly union dues.

3. The deductions in this Section ~~10-9~~ shall not apply during any period where an employee is in an unpaid status, or does not have enough earnings to pay the dues or fees.

4. This Agency Shop provision shall not apply to management, supervisory or confidential employees.

9.3 Involuntary Agency Fee Deductions: Pursuant to Section ~~10-29.2~~ hereof, the City shall deduct an agency fee from the salary of each bargaining unit member who NCEA advises the City in writing has not authorized a dues deduction or agency fee deduction in writing. NCEA represents that it has consulted with knowledgeable legal counsel and has developed a plan that it certifies satisfies all constitutional and statutory requirements. Annually, NCEA/SEIU Local 1021 will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. NCEA/SEIU Local 1021 will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker not chosen by NCEA/SEIU Local 1021, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 16. Sick Leave

16.1 For employees hired on or before July 1, 1983, that choose the sick leave conversion for retiree medical coverage benefit (refer to Section ~~13.7(4)~~ 12.10(4), the City shall compensate for unused sick leave upon retirement at the rate of one month's current single-party health insurance premium for each day of unused sick leave, so long as the amount contributed does not exceed actual premiums; provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under Section ~~13.4~~ 12.1. Retiree sick leave conversion benefits provided herein shall not require the City to pay premiums exceeding the single-party health insurance premiums for existing employees as modified from time to time.

16.5 Bargaining unit members shall accrue twelve (12) days sick leave benefit each calendar year based upon a daily accrual rate (~~.24658 hours/day for those employees on a 37.5-hour per week schedule; .26301 hours per day for those employees on a 40-hour per week schedule~~). There shall be no limit to the number of hours an employee may accrue during their employment with the City. Daily accrual rates are based on payroll calculation conversion to a 2080-hour annual work schedule.

16.6 Bargaining unit members hired after July 1, 1983 shall not be allowed to convert unused sick leave to paid-up health insurance upon retirement. Refer to Section ~~13.7~~ 12.10.5 for applicable retiree medical coverage benefit.

16.7 State Disability Insurance (SDI) Integration:

1. State Disability Insurance (SDI) integration will be made only when the employee is off work because of illness or disability and is not performing any services for the City.
2. SDI integration will be made with accrued and unused sick leave first, and then, after exhaustion of all accrued sick leave, at the employee's option, with accrued and unused vacation leave and/or accumulated CTO.
3. SDI integration will be made with paid holidays.
4. SDI integration will be made only when the combined total balance of the benefits to be integrated (i.e. sick leave, vacation, CTO) equals at least the number of hours which constitute the employee's normal work day (i.e. 7.5-8 or other, as may be the case).
5. The City will project the amount of SDI benefit to be received by an eligible employee for the purpose of integration in accordance with the foregoing, and the employee will provide the City with evidence of the SDI benefit received. The employee should cash/deposit the SDI check(s) received.
6. An employee who does not wish to file for SDI, however, shall notify payroll and no such integration shall be made.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 22. NCEA Business

~~22.3 The City and NCEA, in a joint attempt to facilitate communication and labor relations between NCEA and City management, agree to meet according to the following schedule to discuss the following items:~~

- ~~1. 9-80 work schedule, with a plan that every other Friday, City offices would be closed (within 120 days after the City Council adopts the MoU.)~~
- ~~2. Market Salary Survey development for 2004 that would include a data review component by NCEA of November 1 of the preceding year of the effective date of the Market Salary Survey (between October 1, 2003 and November 30, 2003).~~
- ~~3. Housing Benchmark classification (between October 1, 2003 and November 30, 2003).~~
- ~~4. Agency Shop election process pursuant to SB 739 (within 90 days after the City Council adopts the MoU).~~
- ~~5. Scheduling the Medicare Election as soon as possible after the City Council adopts the MoU.~~
- ~~6. CALPERS Health plan (between March 1, 2004 and April 1, 2004).~~
- ~~7. Dispatch Recruitment and Retention (March 1, 2003).~~
- ~~8. A neutrality clause in the event of a Charter Amendment to revise the grievance procedure being placed on the ballot by NCEA (beginning, after submission to the City Clerk by NCEA of such a petition, no later than the 120th day and ending no later than the 90th day prior to the Elections Code deadline for submission of ballot arguments).~~
- ~~9. Dispatch Swing and graveyard differentials (within thirty days of PERS notifying the City that PERS declines to transfer County assets to City assets [see Section 13.10]).~~

~~The parties will contact the State Mediation Service to provide for a facilitator for these discussions. Such discussions will occur based on the availability of the State Mediator. NCEA representation shall not exceed a maximum of four (4) board members on City-paid release time, and four (4) representatives of management.~~

~~22.34 In accordance with Policy Resolution 2000-222 4786, Council has provided for the use of space on the bulletin boards throughout City facilities for the Napa City Employees' Association (NCEA). The placement or removal of information, letters, notices, agendas or other documents from such space is restricted to NCEA Board members or their designee(s).~~

~~22.45 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 the Union and seek representation in matters of employer-employee relations. Consistent with MMBA Section 3506 and City Policy Resolution No. 2000-222 4786, 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 27 of the MOU, the~~

City of Napa Proposal to NCEA, Page 2 of 2

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 agree that examples of such activities include but are not limited to:

- Participating in union leadership
- Serving as an employee representative
- Resolving differences through the grievance procedure
- Seeking advice/information from union representatives

~~The City of Napa will remain neutral in any process in which part-time employees of the City of Napa wish to organize for collective bargaining purposes.~~

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 23. Grievance Procedure

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

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

23.4 Disciplinary Appeals. Notwithstanding the definition of a grievance in ~~27.4~~ 23.1, NCEA may also submit appeals of final Notices of Disciplinary Action for dismissal, demotion, suspension, or salary reduction to the Step 4 Arbitration process. NCEA must notify the City Manager in writing within ten (10) business days after the member's receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary appeal to arbitration. NCEA's notification will include a written statement of the appeal setting forth a clear and concise statement of the reasons for the appeal, and a signed waiver from the affected member indicating that he/she is electing to have the disciplinary appeal settled through binding arbitration in lieu of any alternative procedures described in section ~~27.5~~ 23.5 below, including an appeal and/or hearing before the Civil Service Commission.

23.5 Alternative Procedures. Notwithstanding the arbitration procedure set forth above, for appeals of final disciplinary action a member may elect to utilize alternative hearing processes available pursuant to City Charter Section 76.1. A member electing such alternative procedures may not also utilize the Step 4 Arbitration procedures set forth in subsection ~~27.3~~ 23.3 herein. Neither the member nor NCEA may elect such alternative procedures for non-disciplinary grievances.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 26. Finality of Provisions

- 26.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.
- 26.2 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the 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. 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 fiscal years ~~2002-2011~~ 2014-2015 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 ~~March 1, 2002~~ January 1, 2014. In addition, the City and NCEA may, at any time, by mutual agreement, meet to address issues that may arise during the term of this Agreement.

City of Napa Proposal

Distributed at the Bargaining Table on
September 18, 2013

Section 27. Prior Agreements

All ordinances, rules, benefits, and practices, not inconsistent with this Memorandum of Understanding, whether known by the parties at the time this Memorandum of Understanding was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. Effective ~~March 1, 2002~~ January 1, 2014, the City and NCEA have reviewed all prior Memoranda of Understanding and agree that they have had the opportunity to incorporate all desired language from those Memoranda of Understanding into this MOU. The parties further agree that any language not so incorporated is superceded by this MOU and is no longer binding upon the parties.