

NCEA/SEIU  
Proposals  
Presented  
before October  
31, 2013

Union Proposal #1

TERM

Amend Section 2 as follows:

The term of this Memorandum of Understanding shall be January 1, 2014 through December 31, 2017.

Union Proposal #2

COLAs

Amend Section 3 and Appendix A as follows:

Effective January 1, 2014, a general wage increase of four percent (4%) shall be added to base salaries of employees covered by this agreement.

Effective January 1, 2015, a general wage increase of four percent (4%) shall be added to base salaries of employees covered by this agreement.

Effective January 1, 2016, a general wage increase of four percent (4%) shall be added to base salaries of employees covered by this agreement.

Effective January 1, 2017, a general wage increase of four percent (4%) shall be added to base salaries of employees covered by this agreement.

**Union Proposal #3**

**Medical Coverage**

**Amend Section 10.1 as follows:**

**Effective January 1, 2014, the City will contribute one hundred percent (100%) of the Kaiser rate for the monthly premium for the medical plan in which the employee is enrolled (employee-only, employee plus one, or family).**

**NOTE: The Union wishes to discuss the addition of non-Kaiser health care plans as an amendment to Health Care Coverage.**

## Union Proposal #4

### Cash In Lieu

Amend Section 10.8 as follows:

The City shall continue to provide, in lieu of coverage under a health plan provided by the City, an employee who provides proof of coverage comparable to that provided by the City through a spouse or domestic partner or other source will be paid by the City of the highest monthly premium for which the employee is eligible. Such payment will be either in cash or into the employee's deferred compensation plan, at the employee's option. The employee must complete a form provided by the City's Finance Department. Re-enrollment in a plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e. death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirement of the health plan provided.

## Union Proposal #5

### Cost Share Amendment

#### Amend Section 12.9 f as follows:

**Effective upon ratification,** ~~employees shall contribute an additional two percent (2%) to the City's PERS contribution. This contribution shall be made in the same manner as the Insurance Cost Share Contribution described in paragraphs a, b, and c above.~~ the City shall contribute an additional one percent (1%) of the employee's PERS contribution directly to PERS.

9-30-13

Union Proposal 4

Amend Section 18—Bereavement Leave as follows:

In the event of a death in the immediate family of a member, the member shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend the 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. **Additional time may be granted for the above purpose; such time shall first be deducted from sick leave and then the employee's choice of discretionary leave balances such as vacation or CTO.**

For the purpose of this provision, the immediate family member shall **mean father, mother, brother, sister, spouse, registered domestic partner, child, grandparents, grandchildren, any of the above related by marriage, and any person residing in the member's home at the time of death.**

10-22-13

Union Counterproposal #6

Amend Section 18—Bereavement Leave as follows:

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

For the purpose of this provision, the immediate family member shall **mean father, mother, brother, sister, spouse, registered domestic partner, child, grandparents, grandchildren, brother-in-law, sister-in-law, stepparents and stepchildren.** **In addition, members may pre-designate one (1) domestic partner on a form provided by Human Resources. The Union and the City shall meet and confer concerning the format of the domestic partner form.**



9-30-13

Union Proposal 7

Make the appropriate sections of the Contract to provide for the following section:

New Section

**Use of City Facilities**

**City Facilities shall be made available upon timely notification for use by the Union. The Union shall have the right to use City conference rooms and meeting facilities on the same basis as other governmental organizations. The Union has the right to contact City employees during their duty period, provided that the department head is notified of such activities and such contact does not interfere with public service or safety requirements.**

10-8-13

## Revised Union Proposal #8

Amend Preamble and Section 1 as follows:

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, CTW, CLC (hereinafter 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 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 Resolution No. 74-319, Resolution 79-236, and Resolution 83-64. As used in this MOU, "member" refers to all classified employees regularly employed in a class listed in Exhibit A.

Union Proposal 9

Amend the Section 21--Allowances as follows:

21.1 Uniform Allowance:

(a) The City agrees to the following uniform allowances:

Community Services Officer: \$600/year cash allowance

The City will provide a newly hired Community Services Officer with 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.

Parking Enforcement Officer: \$600/year cash allowance

The City will provide a newly hired Parking Enforcement Officer with 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.

Fire Prevention Inspector: \$770/year cash allowance

If a new uniform is adopted by the Fire Chief for members who perform Inspection work, the City agrees to provide three (3) sets of the new uniform (pants, shirts) to those members, in lieu of one-half of the annual uniform allowance. The City will purchase and provide for new members, and all members shall maintain at a minimum the following uniform items:

- Three (3) approved uniform shirts
- Three (3) pair approved uniform slacks
- One (1) approved uniform belt
- One (1) approved uniform jacket

The City agrees that it will replace, at no cost to the member, any of the items listed above if damaged beyond normal wear and tear in the performance of duties without any negligence by the member, as determined by the Fire Chief.

Any other NCEA/SEIU Local 1021 members required to wear a uniform: \$600/year cash allowance

In addition to any of the above allowances, employees in the following classifications shall be entitled to an additional cash allowance of \$300/year for the purchase of pants for work purposes:

- Park Maintenance Worker I/II/III
- Parks Supervisor
- Street Maintenance Worker I/II/III
- Street Field Supervisor
- Heavy Equipment Operator Trainee
- Heavy Equipment Operator

Union Proposal 10

Add the following section to the contract:

New Section—Specialty Pay/Differentials

The City shall pay specialty pay in the following amounts to the member(s) assigned as follows:

Assignment:

Fire Investigation Team Member:

Two percent (2%) of member's monthly base salary. Specialty pay rate for fire investigators shall match the current amount noted in the current NCFE MOU.

Differentials:

Employees in the classifications of Public Safety Dispatcher I, Public Safety Dispatcher II, and Public Safety Dispatch Supervisor who possess a POST Dispatcher Intermediate Certificate shall receive a differential of five percent (5%).

Employees in the classifications of Public Safety Dispatcher I, Public Safety Dispatcher II, and Public Safety Dispatch Supervisor who possess a POST Dispatcher Advanced Certificate shall receive an additional differential of five percent (5%) for a total of ten percent (10%).

The above specialty pay/differential provisions shall be in addition to, but not part of, base pay, and shall be limited to the member's period of such assignment.

Union Proposal 11:

Add the following new section:

#### Fire Inspector Educational Incentive

The parties agree that the educational incentive program will be as follows:

(a) Newly hired fire prevention members shall not be entitled to receive educational incentive pay until they have successfully completed their probationary period.

(b) For the purpose of computing unit credits, the following formula will be used:

Quarter Hours times 2 divided by 3 = Semester Hours  
EXAMPLE: 3 Quarter Hours = 2 Semester Hours  
Unit credits for Fire Service related studies are as follows:  
8 Semester Hours = 1/2 Unit  
18 Semester Hours = 1 Unit  
36 Semester Hours = 2 Units

(c) The City shall pay an educational incentive to each fire prevention member who has demonstrated completion of a job related course of study for an approved major degree, which shall include Fire Science, Public Administration, Business Administration, or other such job related course of study from an accredited institution of higher learning (accredited by the Western Association of Schools and Colleges and subject to the review and approval of the Fire Chief and City Manager). The amount of the educational incentive shall be one of the following:

30 semester units \$75/month or  
AA Degree \$139/month or  
BA Degree \$172/month

The City agrees to pay 40-hour Fire Prevention Members fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Prevention Officer I (previously Fire Prevention Officer) Certification program and receive certification.

The City agrees to pay 40-hour Fire Prevention Members fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Prevention Officer II (previously Fire Protection Specialist) Certification program and receive certification.

The City agrees to pay 40-hour Fire Prevention Member fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Prevention Officer III (previously Fire Plans Examiner) Certification program and receive certification.

The City agrees to pay 40-hour Fire Prevention Members fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Investigator I Certification program and receive certification.

The City agrees to pay 40-hour Fire Prevention Members fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Investigator II Certification program and receive certification.

## Union Proposal 12

Amend Section 3.14 as follows:

A differential of five percent (5%) of the employee's base salary will be paid for those employees who are assigned to drive vehicle requiring possession of valid California Class A or Class B license when this responsibility is not a part of the employee's regular class specification. Employees shall be enrolled in the City's DOT Drug and Alcohol Testing Program to be eligible to drive commercial vehicles requiring California Class A or Class B license.

10-16-13

Union Proposal #13

Amend section 7.4 to read:

Dispatch Employees—Acting Supervisor/Training Pay: Individuals assigned by the Dispatch Manager (or designee) as Acting Supervisor or Dispatch Training Officer shall receive **five percent (5%)** per hour above the employees regular base salary for each hour worked in either capacity.



10-16-13

Union Proposal #14

Amend section 6.2 to read:

**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 divided by 2080 = shift differential hourly rate.

Employees working swing shift as defined in 6.1 above, shall receive a differential of **three percent (3%)**.

Employees working grave shift as defined in 6.1 above, shall receive a differential of **six percent (6%)**.

Shift differential will be paid on an hour-for-hour basis within each pay period.

10-16-13

Union Proposal # 15

Add the following section:

**Dispatcher Educational Incentive Pay**

Effective upon the ratification of this agreement, members employed as Public Safety Dispatcher I/II or Public Safety Dispatch Supervisor, upon successful completion of a probationary period, are entitled to the following Educational Incentive Pay:

	Public Safety Dispatcher I/II	Public Safety Dispatch Supervisor
Associate's Degree	\$100	\$100
Bachelor's Degree	\$285	\$285
Master's Degree	\$324	\$324

In order to be a qualifying educational degree, an Associate's, Bachelor's or Master's degree must be related to the work of the employee's position, career development or occupation in such as fashion as will offer substantial benefit to the City; and must have been conferred by a college or university accredited by the Western Association of Schools and Colleges, or by a national accreditation agency.

Education Incentive Pay above is not cumulative, and a member may receive additional pay only for one degree for the highest degree the member has been awarded.

The fully completed and approved application must be submitted prior to the first full day of the full pay period immediately prior to the date of eligibility. If the request is not submitted within this time frame then payment will commence on the payday following the first full pay period following submission.

Members who have qualified to receive education incentive pay will not be required to re-qualify annually in order to retain said pay.

10-10-13

Union Proposal # 16

Amend Section 33 as follows:

The City will close for business for four (4) days (Closure Days), and the bargaining unit members will receive 32 hours of paid time off. The Closure Days will be as follows:

2014: December 26, 29, 30, and 31

2015: December 28, 29, 30, and 31

2016: December 27, 28, 29, and 30

2017: December 26, 27, 28, and 29

With the exception of employees who work in a 24-hour operation, bargaining unit members will be required to take Closure Days as days off. In the event that an employee is called in to work on a day he or she is using Closure Days paid time off, existing call back and overtime provisions shall apply.

Employers who (1) work in a 24-hour operation or (2) are on an alternate work schedule (AWS), such as a 9-80 schedule, whose work schedule conflicts with a Closure Day (i.e. the Closure Day falls on an employee's regular day off)—to the extent that they are unable to take 32 hours of paid time off during the Closure Days, will be provided paid leave hours (up to a total of 32 hours paid time off) during each calendar year of the MOU.

Employees who must schedule paid time off for times other than the Closure Days will do so under the provisions used for scheduling earned vacation. It is the responsibility of the employee and his or her supervisor to schedule the time off, with the intent to minimize disruption of operations and City Services, and use of this paid time off may not result in additional overtime expenditures.

For employees on an AWS such as a 9-80 schedule, if a Closure Day falls on a 9-hour workday, the employee will take 8 hours of paid time off and supplement the day with one hour of other paid leave time (vacation or CTO), just as AWS employees do now for holidays.

Union Proposal #17

Amend Section 13.2 to read:

The City shall contribute **one hundred dollars (\$100.00)** per month for each bargaining unit member to a City-provided deferred compensation account of the member's choice.

Union Proposal #18

Amend Section 22.2 to read:

The City shall allow Union stewards or other Union representatives reasonable time off from work, without loss of compensation or other benefits to represent its members in disputes which involve the interpretation or application of the MOU or the personnel practices of the City.

The City shall provide release time for up to one (1) hour to employees to meet with a Union representative or steward for the purpose of discussing a possible grievance. Such release time shall be granted as soon as operationally possible in order to preserve grievance timelines.

The City will provide release time for Union stewards to attend monthly Steward Council meeting and training sessions. Each Steward shall receive up to two hours per month to attend the meeting. A maximum of eight (8) stewards shall be released to attend the meeting.

The Union shall provide the City with a list of all Union Representative or stewards on a quarterly basis.

All release time shall be recorded on time sheets as requested by the City.