

**MEMORANDUM OF UNDERSTANDING**

between

**NAPA SANITATION DISTRICT**

and

**ASSOCIATION OF MANAGEMENT AND  
PROFESSIONALS OF  
NAPA SANITATION DISTRICT**

**(AMPNSD)**

For the period

July 1, 2020 through June 30, 2024

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## **PREAMBLE**

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Miliias-Brown Act, California Government Code Section 3500 et. seq. Resolution No. 5335, establishing Rules and Regulations pertaining to Employer-Employee Relations for the Napa Sanitation District, and all applicable Ordinances and/or Resolutions by the Napa Sanitation District, by and between the Napa Sanitation District (NSD) and the Association of Management and Professionals of Napa Sanitation District (AMPNSD). As a result of meet and confer sessions, the Napa Sanitation District, (NSD) and the Association of Management and Professionals of Napa Sanitation District (AMPNSD) have agreed to the following understandings:

## **ARTICLE 1. RECOGNITION**

The Napa Sanitation District recognizes the Association of Management and Professionals of Napa Sanitation District (AMPNSD) as the certified majority representative of the employees in the unit consisting of those classifications set forth in Exhibit "A" attached hereto and made a part of this agreement.

## **ARTICLE 2. TERM**

This agreement shall become effective upon approval by the Board of Directors of NSD and being signed by the appropriate officers of the NSD Board of Directors and upon approval of AMPNSD and the signature of the appropriate officers of the AMPNSD. However, unless otherwise specified herein, upon being signed, the effective date of this MOU shall be July 1, 2020 through June 30, 2024, provided that by mutual agreement it shall continue to operate until a new Memorandum of Understanding shall have been entered into by the parties hereto.

## **ARTICLE 3. PROBATIONARY PERIOD**

All probationary periods shall be for a period of one (1) year. One (1) year is the equivalent of 2080 hours in a 12-month consecutive period from the date of the employee's appointment to the position. The probationary period may be extended by the period an employee was off due to illness/injury if an employee has been off work for Leave Without Pay (LWOP).

## **ARTICLE 4. WAGES**

During the term of this MOU, salaries shall be adjusted annually based on the amounts below:

- Effective the first full pay period in July 2020, all classifications in the bargaining unit salaries shall be increased by 2.75%.
  - First full pay period in July 2021, all classifications in the bargaining unit salaries shall be increased by 2.5%.
  - The parties shall reopen the MOU to meet and confer regarding the appropriate salary increase for the Third Year of the MOU.
  - The parties shall reopen the MOU to meet and confer regarding the appropriate salary increase for the Fourth Year of the MOU.
- **Market Adjustments**
    - First full pay period in July 2020, the District shall, adjust employee classification salaries by 35% of the Percentage Increase in the table below.
    - First full pay period in July 2021, the District shall adjust employee classification salaries by 25% of the Percentage Increase in the table below.
    - First full pay period in July 2022, the District shall adjust employee classification salaries by 20% of the Percentage Increase in the table below.
    - First full pay period in July 2023, the District shall adjust employee classification salaries by 20% of the Percentage Increase in the table below.

<b>Classification</b>	<b>Current Salary</b>	<b>Proposed Salary</b>	<b>Percentage Increase</b>
Associate Engineer	\$130,458	\$145,000	11.1%
Collections Systems Manager	\$130,458	\$145,000	11.1%
Human Resource Officer	\$118,269	\$145,000	22.6%
Reclamation System Manager	\$127,150	\$145,000	14.0%
Regulatory Compliance Manager	\$124,134	\$145,000	16.8%
Sr. Accountant	\$116,771	\$145,000	24.2%
Sr. Engineer	\$144,498	\$160,000	10.7%
Operations Services Dir	\$169,374	\$194,421	14.8%
Technical Services Dir	\$169,374	\$194,421	14.8%

Annual Market Adjustments (Not including negotiated Wage Increase) (To be applied to salary at time of increase)

Classification	Percentage Increase	July 2020 35%	July 2021 25%	July 2022 20%	July 2023 20%
Associate Engineer	11.1%	3.9%	2.8%	2.2%	2.2%
Collections Systems Manager	11.1%	3.9%	2.8%	2.2%	2.2%
Human Resource Officer	22.6%	7.9%	5.7%	4.5%	4.5%
Reclamation System Manager	14.0%	4.9%	3.5%	2.8%	2.8%
Regulatory Compliance Manager	16.8%	5.9%	4.1%	3.4%	3.4%
Sr. Accountant	24.2%	8.5%	6.1%	4.8%	4.8%
Sr. Engineer	10.7%	3.8%	2.7%	2.1%	2.1%
Operations Services Dir	14.8%	5.2%	3.6%	3.0%	3.0%
Technical Services Dir	14.8%	5.2%	3.6%	3.0%	3.0%

The Salary table shall be 7 steps.

#### ARTICLE 5. DEFERRED COMPENSATION PLAN

Employees may contribute a portion of their salary to be invested into a Deferred Compensation Plan.

The District will match up to two hundred and fifty (\$250.00) per month. For example, if an employee contributes seventy-five (\$75.00) dollars to their deferred compensation account per month, the District will contribute seventy-five (\$75.00) dollars to the employee's deferred compensation account on behalf of the employee. At no time may the employee's contribution and the District's contribution exceed the established limits exercised by the District or established by the Internal Revenue Service.

**ARTICLE 6. VACATION**

All new full-time employees shall accrue vacation leave from the time of appointment

Each full-time employee shall be entitled vacation for months of service in accordance with the following schedule:

<b>Months of Service</b>	<b>Vacation Leave Accrual</b>			<b>Maximum Accrual</b>
	<b>Days Per Year</b>	<b>Hours per Year</b>	<b>Hours Per Pay Period (Rounded)</b>	<b>(2x Annual Leave + 30 Hours) (Hours)</b>
0-132	15	120	4.62	270
133-156	17	136	5.24	302
157-180	18	144	5.54	318
181-204	20	160	6.16	350
205-228	21	168	6.47	366
229+	25	200	7.69	430

Vacation time may be accumulated from year to year, provided, however, that no employee shall be entitled to accumulate to more than the maximum accrual hours listed above. Should an employee reach the maximum accrual hours listed above, they shall no longer accrue vacation until such time that their vacation balance is less than the maximum accrual hours listed above.

Vacations may be scheduled at any time during the year upon approval of the General Manager or his/her designee.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

**ARTICLE 7. MANAGEMENT LEAVE**

The Operations Services Director and Technical Services Director shall annually be entitled to an additional twelve (12) working days of management leave.

The Human Resources Officer/Clerk of the Board, Reclamation System Director, Senior Civil Engineer, Associate Engineer, Senior Accountant, Regulatory Compliance Manager and Collections Systems Manager shall annually be entitled to an additional nine (9) working days of management leave.

Management leave time may be accumulated from year to year, provided, however, that no employee shall be entitled on December 15th of any year to more than two (2) years of accumulated management leave time. If the employee has in his/her leave bank more than two (2) years of accumulated management leave time on December 15, then the following year's accrual shall be reduced so that the total amount in the management leave bank is no more than three (3) years of accrued leave once the following year's accruals are posted to the leave bank.

Prior to December 15, employees may make in writing an Irrevocable Management Leave Request for Reimbursement for management leave that will be earned the following calendar year. The written notice must be received by the Human Resources Officer, or designee, no later than December 15<sup>th</sup> of the calendar year before the calendar year in which the employee wishes to cash-out management leave to be effective. The amount requested cannot exceed the amount of leave the employee will earn in the following calendar year. There shall be up to three (3) permissible cash-outs, at dates decided by the employee, with the last cash out date no later than the last paycheck paid in the calendar year. The notice shall indicate how many management leave hours the employee wishes to cash out the following year.

To maintain recordkeeping simplicity and compliance with IRS regulations, management leave used by the employee is used on a first-in, first-out basis, and management leave that is cashed out by the employee is cashed out on a last-in, last-out basis.

## **ARTICLE 8. HOLIDAYS**

The holidays for the District are:

- |    |   |                          |
|----|---|--------------------------|
| A) | January 1 <sup>st</sup>   | (New Years Day)          |
| B) | The Third Monday in January   | (Martin Luther King Day) |
| C) | The Third Monday in February  | (President's Day)        |
| D) | The Last Monday in May  | (Memorial Day)           |
| E) | July 4 <sup>th</sup>  | (Independence Day)       |
| F) | The First Monday in September   | (Labor Day)              |
| G) | November 11 <sup>th</sup>   | (Veterans Day)           |
| H) | Thanksgiving Day  |                          |
| I) | The Day after Thanksgiving  |                          |
| J) | December 24 <sup>th</sup>   | (Christmas Eve)          |
| K) | December 25 <sup>th</sup>   | (Christmas Day)          |
| L) | Every Day appointed by the President or Governor for a Public Fast, Thanksgiving, or Holiday                    |                          |
| M) | Cesar Chavez Day will be observed when observed by rank and file employees of both the City and County of Napa. |                          |



Saturday holidays will be observed on Friday while Sunday holidays will be observed on Monday.

If a holiday falls on an employee's scheduled day off, the holiday may be taken on an alternate day as approved by the General Manager.

If a holiday falls on an employee's scheduled day off, the holiday will be paid for on a straight time basis.

In order for an employee to qualify for holiday pay, the employee must be in paid status on both the last regular working day immediately preceding the holiday and on the first working day following the holiday.

For Employees who are on a part-time schedule, reduced workweek or are on unpaid status their holidays shall be prorated.

## **ARTICLE 9. SICK LEAVE**

### ***Accrual***

Sick Leave with pay shall accrue, to all full-time employees, at the rate of 3.69 hours per pay period, which is a total of twelve (12) workdays per calendar year. There shall be no maximum accumulation of sick leave.

### ***Temporary Disability***

A District employee who is entitled to temporary disability shall take as much of his/her accumulated sick leave or vacation after his/her accumulated sick leave becomes exhausted as when added to his/her disability payment will result in payment of his/her full salary or wage.

### ***Unused Sick Leave***

Before December 1<sup>st</sup>, an employee who has accumulated over 500 hours of sick leave may convert a portion of their current fiscal year's sick leave to personal leave in accordance with Article 10.

Any accumulated sick leave at the time of retirement may be applied to retirement in accordance with Government Code Section 20965.

### ***Reason for Granting***

Sick Leave shall be granted to eligible employees for the following reasons:

- A) Personal illness or incapacity resulting from causes beyond the employee's control.

- B) Illness of a member of an employee's immediate family, defined as father, mother, sister, brother, spouse or children and of sufficient nature to require his/her personal care and attention and only until other alternate arrangements can be made.
- C) Death of a member of an employee's immediate family. In addition to bereavement leave, up to three (3) days, sick leave with pay will be granted for a death of a member of an employee's immediate family. Administration and interpretation of this section is subject to an evaluation and decision of the General Manager in each instance. This leave is intended to be granted only for attendance of funeral services and to make necessary arrangements for the services and affairs of the deceased, which require the personal attention of the employee.
- D) Enforced quarantine of the employee in accordance with community health regulations.
- E) Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- F) The District will allow an employee to use up to nine (9) days per year as sick leave for the following reasons:
  - The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
  - For victims of domestic violence, sexual assault or stalking to take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

***Unusual Circumstances***

No additional sick leave with pay beyond that accumulated shall be granted, unless, in unusual circumstances, the Board of Directors shall so authorize.

**ARTICLE 10. OTHER LEAVE WITH PAY**

***Personal Leave***

All employees receive a bank of Personal Leave of 28 hours per calendar year.

Employees who have accumulated over 500 hours of sick leave and have used less than forty nine hours of sick leave in the current fiscal year, may convert up to forty-eight (48) hours of unused sick leave to personal leave time. Employees must request conversion plan each year by notifying the District's payroll department by December 1<sup>st</sup>.

(While on the conversion plan, employees shall use Personal Leave or Vacation Leave for medical, dental or laboratory appointments.)

Personal Leave so earned will appear on the employee's pay stub and be available as soon as processed by Payroll. Personal Leave may be taken in hourly increments or in total at the discretion of the department head.

A management employee may accumulate up to twelve (12) days, ninety-six (96) hours of personal leave so converted and carry it forward into succeeding years but is only eligible to convert additional leave in subsequent years if on December 1<sup>st</sup> of each year the amount of accumulated but unused personal leave has fallen below ninety-six (96) hours and the amount of the requested annual conversion will not cause accumulated but unused personal leave to exceed ninety-six (96) hours.

#### ***Bereavement Leave***

Any employee may be absent with pay for three (3) days due to the death of a member of the employee's immediate family. Such bereavement leave will not be charged to vacation or sick leave and is limited to five (5) days maximum within a calendar year. Immediate family is defined as spouse, child, foster child, mother, father, sister, brother, the corresponding step relationship, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or any relative living in the employee's household.

#### ***Employee Assistance Program***

The District makes short-term counseling services available to employees through the Employee Assistance Program (EAP). There is no charge to the employee for these services. The EAP is designed to help employees with problems that they may be encountering at work as well as with personal problems.

Employees wanting more information about the Employee Assistance Program may contact the Human Resources Officer or any Supervisor.

#### ***Jury Duty***

Any regular or probationary employee ordered to serve on a jury shall be entitled to his/her regular District pay provided the following conditions are met:

- A) When an employee is informed of the need to serve on jury duty, the employee shall notify his/her supervisor so that adequate arrangements can be made for their absence.
- B) Employees will coordinate changes to their work schedule with their supervisor.
- C) Every employee shall obtain a release slip from jury duty, which shall be dated, time releases indicated, and signed by the Court Clerk. Employees

who do not have a jury duty release slip will not be allowed jury duty leave.

- D) If an employee, because of the time released from jury duty, cannot report to work in sufficient time to be on the job for one hour, then the employee is not required to report to work. If an employee wishes to take leave after jury duty in lieu of reporting to work, then all time after the release from jury duty will be charged to vacation, compensatory time off, management leave or personal leave.
- E) The employee shall deposit all fees for such services, exclusive of mileage, with the District within thirty (30) calendar days after his/her excused absence for such duty.
- G) Any employee who is granted leave for jury duty shall be paid at his/her regular base rate.

#### ***Witness Leave***

Any regular or probationary employee ordered to serve or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee or any outside employment, shall be entitled to his/her regular District pay, provided the employee deposits all fees for such services, exclusive of mileage, with the District within thirty (30) calendar days after his/her excused absence for such duty. In order to receive witness leave the employee must notify his/her Supervisor of the subpoena as soon as it is received.

#### ***Catastrophic Leave***

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer or heart attack which clearly disables the individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

The employee must first exhaust all accrued sick leave, vacation leave, personal leave, administrative leave and management leave before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from vacation, compensatory time off, management leave or personal leave hours donated by other employees to a specific qualified employee. Employees donating vacation, management leave or personal leave must donate in increments of whole hours. The donating employee must have a minimum vacation leave balance of 40 hours after the donation of vacation leave.

An employee requesting catastrophic leave must receive the approval of the General Manager. Such leave may initially be approved for up to a maximum of 174 donated hours. If the catastrophic illness or injury continues, up to an additional 174 donated hours may be approved by the General Manager. The District shall account for the donation and disbursement

of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between the donating employee and recipient.

Catastrophic leave shall not be used in conjunction with Workers' Compensation Leave. Catastrophic leave donations are irrevocable and may not be returned to the employee making the donation.

This provision of the MOU does not commit the District to any leave extensions beyond that which is legally required by State and Federal statutes. Final decision to approve or deny a catastrophic leave request is the General Manager's and is not subject to the grievance procedure.

## **ARTICLE 11. LEAVE WITHOUT PAY**

Any employee of the District who has completed his/her probationary period may apply for leave of absence without pay. Employees may not be granted a leave of absence without pay until all accrued vacation, personal leave, and management leave has been taken. The Department Head may approve leave of absences without pay of eight (8) hours or less. Requests for a leave of absence without pay of an employee for a period of time greater than eight (8) hours but not to exceed thirty (30) calendar days require the General Manager's approval.

A request for leave of absence for a period of time more than thirty (30) calendar days shall be submitted to the General Manager for his/her review and recommendation to the Board of Directors. The Board of Directors shall make the final determination on the request.

A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year provided that the request for extension is made to the Board of Directors at least thirty (30) calendar days prior to the end of the original leave.

Benefits shall not accrue during any pay period while an employee is on leave of absence without pay.

A leave of absence without pay may be granted for any of the following reasons:

- A) Employee illness or disability.
- B) To take a course of study which will increase the employee's usefulness on return to his/her position.
- C) For reasons acceptable to the General Manager and/or the Board of Directors.

Failure on the part of an employee on leave without pay to report promptly at its expiration may result in dismissal of the employee.

It is intended that the provisions of this policy shall operate as a benefit to the employee insofar as practicable within the necessary limits that may be required in order to preserve the orderly and efficient operation of the District.

## **ARTICLE 12. EMPLOYEE DISABILITY PROGRAMS**

### ***State Disability Insurance***

All employees are entitled to disability benefits through the State Disability Insurance Plan for qualifying non-work related injuries. Disability benefits may be coordinated with sick leave.

### ***Long Term Disability***

During the term of this MOU, the District will maintain a Long Term Disability (LTD) and Benefit Program.

## **ARTICLE 13. SPECIAL PAYMENTS**

### ***Certificates/Licenses***

When certificates/licenses are required for a position, the District will reimburse the employee for the cost of renewing the certificate or license.

The District will provide reimbursement for employees who renew/maintain their Class A and/or B Driver's License.

### ***Education Reimbursement***

The District may reimburse the cost of tuition, enrollment fees, and books for courses, which employees take at recognized institutions. The total annual budget shall be \$8,000 with a limit of \$2,000 per employee per year. These courses must be pre-approved by the General Manager and provide for increased competence in the employee's present job or prepare him/her for advancement in the District.

Normally, an employee must be employed by the District when the course is completed in order to qualify for reimbursement. If an employee leaves the District within one (1) year of reimbursement, the allowance shall be prorated and collected from the employee upon separation. However, an employee who separates during enrollment because of reduction in force or elimination of the job, or who is unable to complete the course because of any other action initiated by the District, will be reimbursed for all costs incurred up to the date of separation.

Class attendance and completion of study assignments must be accomplished outside the employee's regular working hours. Employee shall achieve a passing grade (grade point of 2.0 or better) as well as a satisfactory job performance during enrollment or shall forfeit the educational reimbursement.

Records of educational programs completed by each employee will be maintained in the employee's personnel file.

***Physical Fitness Program***

A) Health Club Memberships

Employees shall have the option of participating in a District wide fitness program. To qualify for District reimbursement of health club membership fees an employee shall be required to attend a minimum of fifty (50) days in a six- (6) month period. Attendance shall be maintained by the health club. After a six- (6) month period of successful attendance an employee shall be reimbursed their full Napa County approved health club fees for the past six (6) months' participation. The six- (6) month periods are January 1 – June 30 and July 1 – December 31 each year.

B) Physical Fitness Incentive

- 1) For an employee injured on the job who participates in the physical fitness program:

For a period up to sixty (60) calendar days (352 working hours), during which the employee is eligible for workers' compensation benefits, the District shall pay the employee his/her regular salary. Pay shall be in whole eight (8) hour days only. In return, the employee shall remit his/her workers' compensation check to the District.

To qualify for this program, employees must have been members of the physical fitness program for a minimum of ninety (90) days, and must maintain an average participation rate of fifty (50) days per six-(6) month period.

- 2) For an employee injured on the job who does not participate in the physical fitness program:

For a period up to thirty (30) calendar days (176 working hours), during which the employee is eligible for workers' compensation benefits, the District shall pay the employee his/her regular salary. Pay shall be in whole eight (8) hour days only. In return, the employee shall remit his/her workers' compensation check to the District.

No deduction from or accrual to the employee's sick leave or vacation time shall occur during the periods stated above.

If the employee was injured because of the employee's negligent act, then no District supplemental reimbursement shall occur, not to exclude any entitlements derived from workers compensation. The employee shall have the option of using sick leave and vacation to supplement the workers' compensation payment.

### ***Mileage***

The District shall reimburse employees for the use of a personal vehicle for District business at the IRS mileage rate.

### ***Out-of-Class Assignment***

An out-of-class assignment is the assignment of an employee in a lower job classification to the full-time performance, as determined by the Napa Sanitation District, of a higher job classification. An out-of-class assignment shall be made in writing by the General Manager. After an employee has performed an out-of-class assignment for thirty (30) consecutive working days, such employee shall receive additional compensation of 5.0% of the employee's base monthly salary beginning on the Thirty-first (31<sup>st</sup>) day and continuing until said employee returns to their regular class.

If the "out-of-class assignment" consists of the employee taking on a portion of the upgraded position while continuing their current duties, this activity will not be reported as "Temporary Upgrade Pay" to CalPERS. However, if the employee takes on all of the duties of the upgraded position for a limited duration, this meets the definition for Temporary Upgrade Pay (as defined by CCR 571(a)(3)) and will be reported as Temporary Upgrade Pay to CalPERS.

Out-of-class appointments of an employee serving a limited term appointment in a vacant position (defined as a position that is vacant during recruitment for a permanent appointment, and not a position that is currently available due to another employee's leave of absence) shall not exceed 960 working hours in a fiscal year.

### ***Safety Shoes***

The District shall pay a maximum of \$275.00 per fiscal year, per employee, toward the purchase of shoes. Any unused safety shoe allowance may be used for resoling or purchasing of a second pair of shoes. Unused safety shoe allowances will not be carried over to the next fiscal year.

Every new regular employee at the time of his/her employment shall be allocated \$500.00 toward the purchase of the required two (2) pairs of safety shoes.

Employees may purchase safety shoes from a local retailer and then submit the paid receipt(s) to the accounting department for reimbursement.

Employees purchasing shoes from the mobile shoe dealer shall pay that portion of the cost that exceeds the District allowance.



### ***Uniforms***

The District provides uniforms and laundry service to all personnel potentially coming in contact with sewage or chemicals. Operations, maintenance, reclamation and collection personnel must wear their uniforms at all times while on the job. Laboratory personnel must wear a laboratory coat or uniform while performing sampling, analysis, or any activity where they potentially come into contact with sewage or chemicals.

Gloves, rain gear, safety goggles or face masks, respirators, hearing protection, hard hats, aprons and other safety equipment provided by the District shall be worn by all employees when required by the particular work or circumstances.

The following job classifications are eligible for District-provided uniforms and jackets:

Reclamation Systems Director

## **ARTICLE 14. BENEFITS**

### ***Dental***

The District agrees to modify the current dental benefits to the following and pay all costs associated with dental insurance:

- \$1,500 annual cap
- \$2,000 orthodontic benefit (for dependents)

### ***Vision***

The District will provide vision coverage through VSP. The benefit will provide an eye examination every 12 months and lenses and a \$260.00 in-network frame allowance every 24 months.

### ***Medical***

The District shall maintain its current agreement with CalPERS to provide health care coverage for members of the bargaining unit.

Pursuant to the Flexible Spending Plan Document, the District will make contributions on behalf of individual employees as follows:

The District's monthly contribution for the individual employee and the employee's eligible dependents shall be Two hundred dollars (\$200.00) per month or the Minimum Employer Contribution (MEC) whichever is higher. Once the MEC exceeds Two Hundred dollars per month, the amount shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

The District shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

Employee Only – Up to the Kaiser HMO rate for employee only.

Employee +1 – Up to the Kaiser HMO rate for an employee + one dependent

Employee + 2 or more – Up to the Kaiser HMO rate for Family.

Employees hired on or after July 1, 2009 or employees hired prior to July 1, 2009 who were not participating in the medical cash in-lieu program as of July 1, 2009 will be eligible for \$500.00 per month if they do not take medical coverage from the District and provide the District annually, during open enrollment, acceptable evidence of medical coverage from an employer-sponsored group medical plan that covers the employee and his/her “tax family”.

Employees hired prior to July 1, 2009 and who were receiving medical cash in lieu payments on July 1, 2009 shall receive future payments in accordance with the following table, until such time they modify their medical plan coverage, if any, in such a manner as to increase the District’s contribution for medical coverage for them, after which time no further Medical Cash In-Lieu payments shall be made to them. If they later do not take medical coverage from the District and provide the District annually, during open enrollment, acceptable evidence of medical coverage from an employer-sponsored group medical plan that covers the employee and his/her “tax family”, they shall receive \$500 per month.

**Medical Cash In-Lieu Payments for Employees Receiving It Prior to July 1, 2009**

Effective Date is the beginning of the pay period that includes the following date	% Reduced	For employees	For employees	For employees
		who were eligible for Employee + 2 Coverage	who were eligible for Employee + 1 Coverage	who were eligible for Employee Only Coverage
June 22, 2013	62.0%	\$819.38	\$189.09	\$504.23
July 1, 2014		\$799.38	\$179.09	\$500.00
July 1, 2015		\$779.38	\$169.09	\$500.00
July 1, 2016		\$759.38	\$159.09	\$500.00
July 1, 2017		\$739.38	\$149.09	\$500.00
July 1, 2018		\$729.38	\$139.09	\$500.00
July 1, 2019		\$709.38	\$129.09	\$500.00

An employee shall not be eligible for Medical Cash In Lieu payment in excess of what his/her status would have granted him/her on July 1, 2009, unless he/she does not take medical coverage from the District and provide the District with acceptable evidence of medical coverage from an employer-sponsored group medical plan.

The District has implemented an IRS Section 125 plan for medical and dependent care.

If the employee selects a health plan which is more expensive than Kaiser, the difference shall be deducted from the employee’s paycheck. If the employee selects a

health plan which is less expensive than Kaiser, the District's contribution shall equal the monthly premium for the less expensive health plan.

***Retiree Health Care Coverage***

**A. Employees hired before September 1, 2004.**

For employees hired before September 1, 2004, the District will continue to provide health care coverage in accordance with the agreement between the District and Cal PERS Health Benefit Program in place on January 1, 2004.

**B. Health Care Coverage for employees hired after September 1, 2004 and prior to January 1, 2016.**

The percentage of District contribution payable for postretirement health benefits for any employee hired after September 1, 2004 and prior to January 1, 2016 shall be based on the member's completed years of credited service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

To be eligible for this benefit at least 5 years of service must have been with the District. Upon the completion of 5 years of service with the District all other years of service as defined in Government Code Section 20069 are eligible.

The District's contribution shall be adjusted each year.

- **Annuitant Only** - The adjustment shall be equal to 100% of the weighted average of the four health benefit plans that have the largest state enrollment, excluding family members, during the previous benefit year.
- **Annuitant + Family Member(s)** – For each annuitant enroll with family members the District shall contribute an additional 90% of the weighted average of the additional premiums required for the enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that have the largest state enrollment, excluding family members, during the previous benefit year.

- Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the District contributions under this section.

**C. Health Care Coverage for employees hired on or after January 1, 2016.**

Employees hired on or after January 1, 2016 will receive a retiree medical benefit based on the years of service with the District. The District’s contribution will be based on the Kaiser single rate (employee only) less the Minimum Employer Contribution with the application of the formula below.

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

**D. Health Care Coverage for employees hired on or after 50% of District’s Comparable Agencies adopt a defined Contribution Retiree Medical Benefit**

The Retiree Medical benefit below, will become effective for employees who are hired after 50% of the District’s survey agencies adopt a defined contribution retiree medical benefit or eliminate their retiree medical benefit (not including the MEC required by Cal PERS).. (For list of survey agencies, please see attachment #1)

MONTHS of SERVICE	MONTHLY CONTRIBUTION
Hire to 60 months	\$200.00
61 months to 120 months	\$250.00
121 months thereafter	\$300.00

- In addition to the District’s contribution to their Retiree Health Saving Account the employee shall receive the Minimum Employer Contribution as required by CalPERS.
- Employees in this Tier of retiree medical benefits shall not be eligible for any other defined benefit program contracted by the District from CalPERS.

***Life Insurance***

The District agrees to maintain and pay all costs associated with a \$100,000 Life Insurance Benefit.

The District will modify its policy to allow for employee to purchase additional life insurance at the employee's expense.

**ARTICLE 15. RETIREMENT**

All full-time regular employees hired before the implementation of the CalPERS 2.0% @ 55 retirement formula (Tier 2) shall be covered under CalPERS 2.7% @ 55 retirement formula (Tier 1). The District has contracted for additional benefits, which include one-year final compensation, military service credit, unused sick leave credit, and the Fourth Level 1959 Survivor Benefit and Post-Retirement Survivor Allowance.

The District amended its contract with CalPERS to implement the 2.0% @ 55 retirement formula (Tier 2) for employees hired on or after the date of the CalPERS contract amendment (September 5, 2009). The 2.0% @ 55 retirement formula shall have the following:

- Single Highest Year
- 2.0% COLA
- Employee Contribution shall be in accordance with the table below.

In addition to the employer's contribution, the District will pay the employee's contribution as follows:

**For Tier 1 and Tier 2 Members**

Classic members retirement contributions shall be in accordance with the following table.

For the Payroll that includes the following date	Tier 1 Employee Contribution	Tier 2 Employee Contribution
July 1, 2020	7.25%	7.0%
July 1, 2021	8.0%	7.0%

**For PEPRA Members**

PEPRA members retirement contributions shall be 50% of the normal cost, as determined by CalPERS. The new member's retirement contribution will be adjusted when the normal cost rate (when first established or later) increases or decreases by more than one percent (1.0%) of payroll.

## **ARTICLE 16. GRIEVANCE PROCEDURE**

### **16.1 Purpose**

The purpose of the grievance procedure is to:

- Promote improved employee relationships by establishing grievance procedures on matters defined below;
- Afford employees, individually or through the Association, a systematic means of obtaining further considerations of problems after a reasonable effort has failed to resolve them through discussion; and
- Provide that grievances shall be settled as near as possible to the point of origin.

### **16.2 Matters Subject to Grievance Procedure**

For the purpose of this MOU, a grievance is defined as an allegation by a regular or probationary employee that the District has failed to provide a condition of employment which is established by Personnel Rules and Policies, Resolutions or this MOU.

### **16.3 Informal Grievance Procedure**

An employee who has a grievance, problem, or complaint should first try to get it settled through discussion with his/her supervisor within ten (10) working days. The supervisor must give the employee an answer within ten (10) working days. If, after this answer, the employee does not believe the issue has been satisfactorily resolved or no response was received from the employee's supervisor, he/she shall then have the right to file a formal grievance in writing within ten (10) working days.

### **16.4 Formal Grievance Procedure**

#### **16.4(a) First Level of Review**

A grievance shall be presented in writing to the employee's supervisor.

The written grievance shall include the following information:

- The events leading to the grievance, including applicable dates;
- The date the employee discussed the grievance, problem or complaint with the Supervisor, the date the Supervisor answered, the answer given, and if given in writing, a copy of shall be attached to the grievance;

- The portion of the Personnel Rules and Policies, Resolutions or this MOU that is alleged to have been violated; and
- The requested remedy.

The supervisor's decision shall be in writing and returned to the employee within ten (10) working days after receiving the grievance. If the issue is not resolved, or if no answer has been received within ten (10) working days, the employee may present the appeal in writing to the General Manager, as described in 16.4(b).

Failure of the employee to take further action within ten (10) working days will constitute a withdrawal of the grievance.

**16.4(b) General Manager's Review**

Ten (10) working days after the request is received, the General Manager shall arrange a hearing where all sides to the grievance can be heard. Within ten (10) days after that hearing, the General Manger will respond with a written decision.

If the issue is not resolved, or if no answer has been received within ten (10) working days, the employee may present the appeal in writing to the next level of authority, as described in 16.4(c).

Failure of the grievant to take further action within five (5) working days will constitute a withdrawal of the grievance.

**16.4(c) Board of Directors Review**

If the issue is not resolved with the decision of the General Manager, the grievant may present an appeal in writing to the District Board of Directors.

Failure of the grievant to take this action within five (5) working days after receipt of the General Manager's decision will constitute a withdrawal of the grievance.

The Board of Directors may, in its discretion, appoint an Administrative Hearing Officer to conduct the hearing. If an Administrative Hearing Officer is selected to hear the grievance, the hearing shall be conducted in the accordance with applicable Government Code provisions. The hearing

shall be arranged within twenty (20) working days. The decision of the Board or Administrative Hearing Officer is final. The General Manger shall deliver a copy of the decision to AMPNSD and/or employee within ten (10) working days of the hearing.

#### **16.5 *Conduct of Grievance Procedure***

##### **16.5(a) Time Limits**

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

##### **16.5(b) Association Assistance**

The employee may request the assistance of the Association in preparing and presenting his/her appeal.

##### **16.5(c) Reasonable Amount of Work Time**

The employee and his/her representative may be granted a reasonable amount of work time, as determined by management, in conferring and presenting the appeal.

##### **16.5(d) Freedom From Reprisal**

Employees shall be assured freedom from reprisal for using the grievance procedures.

### **ARTICLE 17. EMPLOYEE QUALIFICATIONS**

Employees holding positions upon the taking effect of this MOU are deemed to be qualified for the position to which they are allocated, subject to the right of the General Manager, or the Board of Directors, to dismiss any employee in accordance with the law.

### **ARTICLE 18. PROVISIONS OF LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws and regulations, and all current lawful rules, policies, and regulations of the District, except as the same are expressly modified by this MOU.

### **ARTICLE 19. FULL UNDERSTANDING**

- A) The parties agree that this MOU sets forth the full and entire understanding of the parties regarding the matter set forth herein.



- B) Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right 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 matter within the scope of meeting and conferring during the period of the MOU except regarding the interpretation of this MOU. Neither party shall effectuate any change in the terms and conditions of employment when such changes are otherwise subject to meeting and conferring during the term of this MOU except by mutual consent of the parties hereto. The foregoing shall not preclude the parties hereto each agreeing to meet and confer at any time during the period of this MOU with respect to any subject matter within the scope of meeting and conferring including a proposed MOU between the parties to be effective on or before June 30th, 2024.
- C) All Ordinances, Resolutions, Rules and Practices not inconsistent with this MOU, whether known by the parties at the time this MOU was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

**ARTICLE 20. SEVERABILITY**

If any provisions of this agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this agreement 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.

**Approved by the NAPA SANITATION DISTRICT (NSD) NAPA COUNTY, CALIFORNIA:**

Joe Teckel  
Chair, Board of Directors

Date: 11/4/2020

ATTEST:

Ch Schuch  
Secretary, Board of Directors

Date: 11/4/2020

**Approved by the ASSOCIATION OF MANAGEMENT AND PROFESSIONALS  
OF THE NAPA SANITATION DISTRICT (AMPNSD):**

*Vice* Ch Schul  
President

Date: 11/10/2020

ATTEST:

Vacant  
Secretary-Treasurer

Date: \_\_\_\_\_

(SEAL)

## **EXHIBIT “A” – JOB CLASSIFICATIONS**

Asset Management Program Analyst  
Associate Engineer  
Collection System Manager  
Human Resources Officer/Clerk of the Board  
Operators Services Director  
Reclamation System Manager  
Regulatory Compliance Manager  
Senior Accountant  
Senior Civil Engineer  
Technical Services Director

**EXHIBIT “B” – SALARY TABLE**

**2020-2021**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
Asset Management Program Manager	49.95	52.45	55.07	57.83	60.72	63.75	66.94
Associate Engineer	49.95	52.45	55.07	57.83	60.72	63.75	66.94
Collection System Manager	49.95	52.45	55.07	57.83	60.72	63.75	66.94
Human Resources Officer/ Clerk of the Board	47.03	49.38	51.85	54.44	57.17	60.02	63.02
Operations Services Director	65.66	68.94	72.39	76.00	79.80	83.80	87.98
Reclamation System Manager	49.13	51.58	54.16	56.87	59.72	62.70	65.84
Regulatory Compliance Manager	48.39	50.81	53.35	56.02	58.82	61.76	64.85
Senior Accountant	46.66	48.99	51.44	54.01	56.71	59.55	62.52
Senior Civil Engineer	55.30	58.07	60.97	64.02	67.22	70.58	74.11
Technical Services Director	65.66	68.94	72.39	76.00	79.80	83.80	87.98

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Associate Engineer	\$49.95	\$52.45	\$55.07	\$57.83	\$60.72	\$63.75	\$66.94
Asset Management Program Manger	\$49.95	\$52.45	\$55.07	\$57.83	\$60.72	\$63.75	\$66.94
Collection System Manager	\$49.95	\$52.45	\$55.07	\$57.83	\$60.72	\$63.75	\$66.94
Human Resources Officer/Clerk of Board	\$47.03	\$49.38	\$51.85	\$54.44	\$57.17	\$60.02	\$63.02
Operations Services Director	\$65.66	\$68.94	\$72.39	\$76.00	\$79.80	\$83.80	\$87.98
Reclamation System Manager	\$49.13	\$51.58	\$54.16	\$56.87	\$59.72	\$62.70	\$65.84
Regulatory Compliance Manager	\$48.39	\$50.81	\$53.35	\$56.02	\$58.82	\$61.76	\$64.85
Senior Accountant	\$46.66	\$48.99	\$51.44	\$54.01	\$56.71	\$59.55	\$62.52
Senior Civil Engineer	\$55.30	\$58.07	\$60.97	\$64.02	\$67.22	\$70.58	\$74.11
Technical Services Director	\$65.66	\$68.94	\$72.39	\$76.00	\$79.80	\$83.80	\$87.98

