

**2007 CONTRACT NEGOTIATIONS
BETWEEN
THE COUNTY OF NAPA
AND THE
NAPA COUNTY DEPUTY SHERIFF'S ASSOCIATION**

TOTAL TENTATIVE AGREEMENT SUMMARY

1. TERM

The term of the Memorandum of Understanding shall be effective October 6, 2007 and shall expire on October 2, 2009.

2. COLA ADJUSTMENT (MOU Section 7.5)

Effective the first pay period in FY 2008/2009 and in FY 2009/2010, all classifications of employees represented by the DSA, except those that have been Y-rated, shall receive a COLA salary adjustment equal to the annual change in the BLS Consumer Price Index (CPI-U) for the San Francisco Bay Area for calendar year 2007 (for the FY 2008-2009 increase) and for calendar year 2008 (for the FY 2009-2010 increase), but in no case shall the amount exceed 5% or be lower than 2.5%. The increase shall be calculated at the E Grade/Step of the current salary schedule.

Effective on December 27, 2008 all classes in the Units represented by DSA, except for those employee whose salaries have been Y-rated, shall receive a salary increase of 1.42%.

3. BILINGUAL PAY (MOU Section 9.10)

MOU Section 9.10 shall be amended to convert bilingual pay to a premium of two (2%) percent of base salary. This shall be effective in the first pay period following ratification of this agreement by the BOS.

4. NIGHT SHIFT PREMIUM (MOU Section 9.7)

MOU Section 9.7 shall be amended to convert night shift to a premium of five (5%) percent of the base salary, payable for all hours worked between the hours of 6 p.m. and 6 a.m.. This shall be effective in the first pay period following ratification of this agreement by the BOS.

5. EDUCATION INCENTIVE PROGRAM (MOU Section 9.6)

MOU Section 9.6 shall be appropriately amended to convert the POST Incentive to 2.38% of base salary for the POST Intermediate Certification and 3.66% of base salary for the POST Advanced Certificate when not required by the employee's current classification. This shall be effective in the first pay period following ratification of this agreement by the BOS.

MOU Section 9.6 shall be further amended to reflect an educational incentive of 2.38% of base salary for an Associates of Arts or Science Degree or 3.66% of base salary for a Bachelor of Arts or Science Degree. Employees shall not be eligible for both the education incentive and the POST Certificate incentive. This shall be effective in the first pay period following ratification of this agreement by the BOS.

6. **COURT APPEARANCES** (MOU Section 9.2 (a))

MOU Section 9.2 shall be modified in that the guaranteed minimum compensation for court appearances will be three (3) hours at the employee's overtime rate of compensation. This shall be effective in the first pay period following ratification of this agreement by the BOS.

7. **OVERTIME** (MOU Section 6.0)

MOU Section 6.2 shall be amended to reflect the parties' agreement to waive the requirement that an employee of the Sheriff's Department must not have more than one day of paid leave in a pay period in order to be eligible for 1.5 times OT Rate in the following situations:

- A. During the Memorial Day Weekend Operational Period.
- B. During the Fourth of July Operational Period
- C. During the Labor Day Weekend Operational Period.
- D. When ordered back to work by the Sheriff or designee.
- E. Other periods of "critical staffing need" as determined by the Sheriff or his designee.

This shall be effective in the first pay period following ratification of this agreement by the BOS.

8. **VACATION BY-OUT**

New language shall be added to MOU Section 12.0 which describes how an employee may one time during a fiscal year sell up to forty (40) hours of vacation leave if the employee uses eighty (80) hours of vacation leave that year and has at least two hundred (200) hours of vacation leave remaining after the vacation leave by-back. This shall be effective in the first pay period following ratification of this agreement by the BOS.

9. **SICK LEAVE/FMLA LEAVE** (MOU Section 13.0)

MOU Section 13.0 shall be amended to include new language which describes that in the event an employee takes leave that qualifies under the FMLA or CFRA the County may require that the employee use sick leave, vacation leave or other appropriate leave hours concurrently with the employee's statutory allowable leave under the FMLA or CFRA. This shall be effective in the first pay period following ratification of this agreement by the BOS.

10. PAY CHECK EXTENSION

New language will be added to the appropriate location in the MOU which allows the County a period of two (2) weeks to process time cards, effectively extending one pay period by one week some time during FY 2007-2008. The County will lend the employee an amount of money equivalent to one week of base pay in an interest free loan repayable in the first paycheck after the employee loan is made or pay it back over 18 pay periods following the date the loan is made.

11. HEALTH CARE CONTRIBUTIONS

MOU Section 8.0 shall be amended to reflect the agreement of the parties for new insurance contribution rates as follows:

A) January-June 2008:

- EE Only- 100% Employer paid premium, most popular plan.
- EE + Dependants- 96.25% Employer paid premium, most popular plan.

B) July-December 2008:

- EE Only- 100% Employer paid premium, most popular plan.
- EE + Dependants- 92.5% Employer paid premium, most popular plan.

C) January to December 2009:

- EE Only- 100% Employer paid premium, most popular plan.
- EE + Dependants- 87.5% Employer paid premium, most popular plan.

12. CASH-OUT OPTION (MOU Section 8.4)

MOU Section 8.4 shall be amended to increase the cash-out option to One Hundred and Fifty (\$150) Dollars per month. This shall be effective in the first pay period following ratification of this agreement by the BOS.

13. DMO SUBSTITUTION

MOU Section 8.7 shall be amended such that the County shall substitute Delta Dental DMO in the place of Pacific Union DMO. This agreement shall not affect the Delta Dental PPO Plan. This shall be implemented by January of 2008.

14. **MOU LANGUAGE** (MOU Section 27.2)

The parties agree to complete as quickly as possible the inclusion of the rewritten language of the MOU as agreed in the last contract.

15. **MOU RE-OPENER** (Travel Policy - Meal Reimbursement)

The parties agree to reopen the MOU to discuss the County and the Department's travel policy and meal reimbursement policy. A County panel is currently studying these issues. Upon the completion of that study, the parties shall reopen the contract to reach an agreement in this regard.

16. **MOU RE-OPENER** (Retiree Medical Benefits)

The parties agree to reopen this MOU to meet and confer regarding all available options to establish alternative and/or improved retiree health care benefits. The parties specifically agree that failure to reach an agreement in this contract re-opener shall not be resolved through any impasse or arbitration procedure, but rather the status quo will be maintained.

17. **FLSA 7(k) EXEMPTION**

The parties agree to include new language in the MOU which describes the County's existing adoption and application of FLSA Section 7 (k). The inclusion of this section is not being made with the intention of changing any current practice regarding the payment of overtime or any other working condition. This shall be effective in the first pay period following ratification of this agreement by the BOS.

18. **ACTING PAY** (MOU Section 9.3)

MOU Section 9.3 shall be amended such that an employee shall be compensated for each hour worked in a higher classification beginning at the time that employee starts performing duties and responsibilities of the higher classification. This shall be effective in the first pay period following ratification of this agreement by the BOS.

19. **1959 SURVIVORS' BENEFITS** (MOU Section 7)

New language shall be inserted into MOU Section 7 such that employees shall be eligible for the 1959 survivor's benefits, Level 4. The County will provide this benefit at the earlier of the dates 1-1-08 or 7-1-08 depending on PERS regulations and timetables.

20. This tentative agreement is subject to the ratification of both the DSA membership and the Napa County Board of Supervisors.



Jon Crawford, President
Napa County DSA

9/28/07

Date



Mark Gregersen, Director
Napa County Human Resources

9-28-07

Date