AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
Between
The City of St. Helena and
The St. Helena Employee Association

The City of St. Helena and the St. Helena Employee Association (SHEA) (collectively, "the parties") have previously met and conferred and agreed upon the current Memorandum of Understanding (MOU), for which the current term runs through June 30, 2020.

The parties have now meet and conferred further and have mutually agreed to amend the current MOU, to reflect their currently-existing agreement and understanding as follows:

ARTICLE 7 Pay Plan

Section A Salary Schedule

A. Effective July 1, 2020, in lieu of a 5% reduction in salary, all unit employees will be provided with a bank of 13 days (104 hours) of unpaid leave ("Furlough Bank Hours") that each employee must utilize in FY 2020-21. Furlough Bank Hours are unpaid and can be taken in increments of at least one (1) hour. Employees shall use the request and approval process applicable to vacation time to request use of Furlough Bank Hours. At least 52 of the Furlough Bank Hours must be utilized on or before December 31, 2020. Any employee who fails to utilize at least 52 Furlough Bank Hours by that deadline will be required to use the balance of such 52 hours in January 2021 at the Department's discretion based on operational considerations. Beginning January 1, 2021, employees must use at least 8 hours of Furlough Bank Hours per calendar month. Failure to do so will result in the missed monthly required hours being assigned in the subsequent month by the Department based on operational considerations.

B. Further, all step increases for which SHEA employees would otherwise be eligible shall, as of July 1, 2020 through June 30, 2021, be suspended and not granted. Eligibility for, and implementation of, step increases will resume effective July 1, 2021. Employees who were eligible to step increases during FY 2020-21 will receive their suspended increases effective July 1, 2021.

C. Further, any Furlough Bank Hours used will be considered time worked for the calculation of Overtime by pay period.

Section L Out-of-Class Pay
Effective, May 1, 2020, the following shall be included in Section L Out-of-Class Pay:

Pay for Performing Full Duties of Higher Class
When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the
employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class
When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee’s normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager’s sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

ARTICLE 8 Time Off and Leaves of Absence, Section A, Subsection 2(d)
Effective July 1, 2020 through June 30, 2022, the vacation accrual cap will be extended by 104 hours.

Effective July 1, 2020 through June 30, 2021, the vacation cashout provision applicable to current SHEA employees in Section A, Subsection 2(d) of the MOU shall be suspended from Vacation leave shall continue to be paid out at separation from employment.

ARTICLE 9 Certification and other Benefits, Section A, Subsection 1
Effective July 1, 2020 through June 30, 2021, the education reimbursement provided for in Article 9, Section A, Subsection 1 of the MOU shall be suspended.

ARTICLE 11 Retirement, Social Security, Deferred Compensation, Sections C
Effective July 1, 2020 through June 30, 2021, the Deferred Compensation Program is amended suspending the deferred compensation City match.

ARTICLE 17 Term & Completion of Negotiations
The term of the MOU shall be extended to June 30, 2022.

ARTICLE 18 (NEW) - Restoration
If during FY 2020-21, the City receives COVID-19 related federal relief revenues, COVID-19 related state relief revenues (other than the $75,000 accounted for in the adopted FY 2020-21 budget), transient occupancy tax (TOT) revenues, or sales tax revenues that collectively exceed $1,000,000 (net) beyond the FY 2020-21 budgeted amount of $3,746,907, the partie
agree to restore all of the unused concessions agreed to in this Amendment (e.g. if 50 of the 104 Furlough Bank Hours have been used, the employee will receive compensation for the remaining 54 Furlough Bank Hours and any remaining Furlough Bank Hours will be removed). SHEA may request a reopener to further discuss compensation. Effective July 1, 2021, all concessions contained in this Amendment will be restored.

On a regular basis, at an agreed upon date and time, SHEA and the City of St. Helena will review the FY 2020-21 TOT and sales tax revenue forecasts compared to actual revenue received.

Except as expressly modified in this Amendment, the existing provisions of the MOU shall remain in full force and effect.

Date: 7/14/2020

Mark T. Prestwich, City Manager

Date: 7/18/20

Richard A. Reed
St. Helena Employee Association