

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF NEWARK**  
**AND**  
**NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES**

**JULY 1, 2022**

**THROUGH**

**JUNE 30, 2025**

**ADOPTED June 23, 2022**  
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### **ATTACHMENTS**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF NEWARK  
AND THE  
NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES**

**I. RECOGNITION**

The City recognizes the Newark Association of Miscellaneous Employees (NAME), herein referred to as the "Association," as the majority representative for regular full-time and regular part-time miscellaneous employees in the classifications listed in Attachment A. The City also recognizes the Association as the majority representative for any new classifications, which should be assigned to the representation unit by the City Manager.

**II. TERM**

This agreement shall be in effect from July 1, 2022 through June 30, 2025.

**III. DEFINITIONS**

- A. "Base Salary." The term "base salary" shall mean salary, excluding benefits.
- B. "Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.
- C. "Employees." The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Association. Only those provisions of this Memorandum of Understanding that specifically refer to regular part-time employees shall apply to regular part-time employees.
- D. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical, dental and vision premiums as a before-tax conversion of salary.
- E. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 38 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.
- F. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.)

G. "Seniority." The term "seniority" shall mean an employee's date of employment adjusted for any absence without pay of thirty (30) calendar days or more, not including protected leaves. When a leave of absence without pay is 30 days or more, not including protected leaves, adjustments to seniority shall be made by deducting one month of seniority for each month of absence without pay. In calculating seniority adjustments, seniority will not be granted for any months where an employee was not actually working or on compensated leave for at least one-half the regularly scheduled workdays in a month. Seniority shall be used for computation of vacation accrual rates, application of layoff procedures, and calculation of anniversary dates. When an employee's status is changed from regular part-time to regular full-time, the employee's seniority as a regular full-time employee shall include prorated service credit for service as a regular part-time employee. Prorated service shall be determined based on the employee's authorized work schedule of half-time or three-quarter time. (Example: Ten years of part-time service in an authorized half-time position would count as five years full-time service credit and in an authorized three-quarter time position would count as 7.5 years full-time service credit). The employee's seniority shall be adjusted to include the prorated service credit.

**IV. SALARY INCREASE**

A. General Salary Increase:

The salary steps for all classifications represented by the Association shall be increased as follows:

- a. Effective July 1, 2022, salary increase shall be four percent (4.0%)
- b. Effective July 1, 2023, salary increase shall be three percent (3.0%)
- c. Effective July 1, 2024, salary increase shall be three percent (3.0%)

**V. BENCHMARK CLASSIFICATIONS**

A. The City and Association agree that the following list of Benchmark Classifications will be used by the City for the purpose of compensation surveys of similar labor market classifications within the cities of Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

<u>Benchmark Classification</u>	<u>Newark Classification</u>
Accounting Assistant II	Accounting Assistant I/II Cashier Collections Assistant
Building Inspector II	Building Inspector I/II Community Preservation Specialist Engineering Technician III Public Works Inspector Senior Building Inspector Vehicle Abatement Officer
Administrative Support Specialist II	Admin. Support Specialist I/II Senior Administrative Support Specialist

Engineering Technician I	Engineering Aide I Engineering Technician I/II Field Assistant Permit Technician
Information Technology Technician II	Information Technology Technician I/II
Equipment Mechanic II	Building Mechanic I/II Equipment Mechanic I/II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I/II Street Maintenance Worker I/II Street Maintenance Worker Lead Senior Building Mechanic Senior Equipment Mechanic Senior Landscape Inspector Senior Landscape & Parks Maintenance Worker Senior Street Maintenance Worker
Recreation Coordinator	Aquatic Activities Specialist Aquatics Coordinator Child Care Instructor Lead Child Care Instructor Recreation Coordinator Youth Instructor I/II

## **VI. HEALTH AND WELFARE PROGRAMS**

### **A. Medical Insurance**

1. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.
2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

3. Effective for the 2022 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: \$878  
Employee + 1 Dependent: \$1,755  
Employee + 2 or more Dependents: \$2,318

For Regular Part-Time Employees working 20-25 hours:

Employee Only: \$439 - \$549  
Employee + 1 Dependent: \$878 - \$1,097  
Employee + 2 or more Dependents: \$1,159 - \$1,449

Effective for the 2023 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: \$896  
Employee + 1 Dependent: \$1,790  
Employee + 2 or more Dependents: \$2,364

For Regular Part-Time Employees working 20-25 hours:

Employee Only: \$448 - \$560  
Employee + 1 Dependent: \$895 - \$1,119  
Employee + 2 or more Dependents: \$1,182 - \$1,478

Effective for the 2024 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: \$913  
Employee + 1 Dependent: \$1,826  
Employee + 2 or more Dependents: \$2,412

For Regular Part-Time Employees working 20-25 hours:

Employee Only: \$457 - \$571  
Employee + 1 Dependent: \$913 - \$1,141  
Employee + 2 or more Dependents: \$1,206 - \$1,507

Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: \$932  
Employee + 1 Dependent: \$1,862  
Employee + 2 or more Dependents: \$2,460

For Regular Part-Time Employees working 20-25 hours:

Employee Only: \$466 - \$582  
Employee + 1 Dependent: \$931 - \$1,164  
Employee + 2 or more Dependents: \$1,230 - \$1,537

4. **Cash-in-Lieu and Cafeteria Plan Cash Back:** Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive \$450 "cash-in-lieu" of benefits, which includes the PEMHCA minimum per section A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to \$450 per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working 20-25 hours this amount will be \$225 - \$281.

5. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.
6. The City may explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

#### B. Life Insurance

The City agrees to provide \$20,000 term life insurance coverage for regular full-time and regular part-time employees. Effective July 1, 2022, this amount will increase to \$50,000 for regular full-time and regular part-time employees. The Association agrees that the total compensation base does not include premiums for life insurance paid by labor market cities. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

#### C. Vision Care

The City will continue to offer a family coverage vision plan to Association members. Association members will cover all costs.

#### D. Dental Care

The City will continue to offer a family coverage dental plan to Association members. Association members will cover all costs.



E. Long-Term Disability

The City will continue to offer a long-term disability plan to association members on an after-tax payroll deduction basis. Association members will cover all costs.

F. Wellness

1. Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.
2. Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

**VII. BOOT & JACKET REIMBURSEMENT AND UNIFORM ALLOWANCE**

A. Boot & Jacket Reimbursement

Employees in the positions of Building Inspector I/II, Building Mechanic I/II, Engineering Aide I, Community Preservation Specialist (if serving more than 50% of work time in the field), Engineering Technician I (if serving more than 50% of work time in the field), Equipment Mechanic I, Equipment Mechanic II, Field Assistant, General Laborer, Landscape Inspector, Landscape & Parks Maintenance Worker I/II, Public Works Inspector, Senior Building Inspector, Senior Building Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape & Parks Maintenance Worker, Senior Street Maintenance Worker, Street Maintenance Worker I/II, and Street Maintenance Worker Lead, will be eligible for a sum of \$350 annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. If the City is unable to establish a purchase order system with an outside vendor, payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement. Employees are encouraged to request written pre-approval of reimbursement eligibility, prior to purchasing any items.

B. Employer Provided Uniforms

A uniform shall be provided to specified positions under this agreement. Employees are required to adhere to the respective Department's regulations regarding prescribed uniforms and requirements for uniforms to be clean and in good condition. The employer shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

C. Vehicle Abatement Officer

Upon appointment to the classification of Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase. Upon completion of 12 months of continuous active employment or upon reinstatement, Vehicle Abatement Officers shall receive a monthly uniform allowance of \$100. If the employment of a Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to this provision shall be returned to the City.

## VIII. HOURS OF WORK

### A. Workweek

A standard workweek for employees represented by the Association shall be 40 hours per week with days and times set at the sole discretion of the department head and City Manager.

The workweek begins at 12:01 a.m. Sunday morning and ends at 12:00 midnight on Saturday for all employees who do not work a 9/80 schedule. The workweek begins at the mid-point of the employee's eight hour day for employees who work a 9/80 schedule. The beginning and end date and time of the workweek must remain consistent.

### B. Work Schedules

Each employee must complete a Work Schedule Agreement form upon hire and whenever their permanent work schedule changes.

Work schedules are governed by the Guidelines for the Alternate Work Schedule for NAME, Confidential, and Management, Supervisory, and Professional Employees and other applicable Administrative Guidelines.

The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.

### C. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor for approval.
2. In all cases in which an employee and their supervisor agree on a temporary schedule change lasting more than one workweek, the schedule change shall be agreed upon in writing and in advance of the implemented change.
3. Within a workweek, if an employee or supervisor request a temporary schedule change, "flex time", the requestor must make a written request and the response must also be in writing, indicating agreement or not. As a general practice, flex time may not be used to avoid an employee's use of leave for time off requests or to avoid overtime.

In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will be compensated in accordance with the existing MOU and FLSA.

4. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two weeks.

### D. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four-day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), leave credits (if applicable), and/or leave of absence without pay during the four-day furlough.
2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through the last full pay period in the calendar year and will not be eligible for holiday pay.
3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.
4. Employees called out shall be entitled to pay in accordance with the call-out provision in the MOU.
5. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:
  - a. there is two weeks advance notice to payroll;
  - b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough; and
  - c. payments begin no earlier than July 1 of the impacted calendar year.

Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks.

- d. This salary advance must be requested by June 1 preceding the furlough. Effective at the start of this term of memorandum, the following phase-in period will apply to the salary continuation program, in order to achieve the goal of repayments occurring within the same fiscal year and calendar year:
    - a. December 2022 furlough repayment – begins July 2022, must be fully repaid by March 2023.
    - b. December 2023 furlough repayment – begins July 2023, must be fully repaid by the first pay period December 2023.
    - c. December 2024 furlough repayment – begins July 2024, must be fully repaid by the first pay period December 2024.
6. The floating holiday may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a City holiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave toward furlough as long as the holiday(s) is accrued prior to use.
7. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.

8. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees should contact the Finance Department.

## **IX. RETIREMENT BENEFITS**

### **A. Classic Members**

1. All regular full-time and regular part-time NAME members who were appointed prior to January 1, 2013 and all “Classic Members” (as defined by CalPERS) are referred herein either as “Classic Members” or as “Classic”.
2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employee’s Pension Reform Act of 2013.
3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.
4. Additional Contribution Towards Employer Rate.
  - a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.
  - b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased by 3.00%, each Classic Member would contribute an additional 1.50% of their salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching the additional 1.50%. If during the subsequent years of this pay plan, the rate decreased by 3.00%, each Classic Member would no longer contribute the additional 1.50% of their salary towards the employer rate to pay for the retirement benefit.

### **B. PEPRA Members**

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are “PEPRA Members” (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employee’s Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate.
  - a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay
  - b. The following is for illustrative purposes only:
 

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.75%, in this example PEPRA Members would pay the 6.75% employee rate plus an additional 3.468% towards the employer rate for a total of 10.218%.
3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.
4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

**X. VACATION LEAVE**

In accordance with the Personnel Ordinance and Personnel Rules and Regulations, annual vacation leave entitlement shall be as follows:

A. Regular Full-Time Employees

Beginning on the 90<sup>th</sup> day of employment, regular full-time employees shall be eligible to earn vacation leave. Upon the completion of said period of service, regular full-time employees shall be credited with twenty (20) hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided below:

<u>Years of Completed Service</u>	<u>Full-Time work schedule</u>
Less than five (5) years	6.667 hrs/month
5 through 9	10.000 hrs/month
10 through 14	13.334 hrs/month
15 through 19	14.667 hrs/month
20 or more	16.667 hrs/month

Regular full-time employees who separate from City service after 90 days of employment shall be paid for that part of vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to the completion of said 90 day period shall not be entitled to compensation for vacation leave, as none has been accrued.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month.

B. Regular Part-Time Employees

Beginning on the 90<sup>th</sup> day of employment, regular part-time employees shall be credited with 10-12.5 hours of vacation leave for 20-25 hour employees, or 15-17.5 hours of vacation leave for 30-35 hour employees and shall thereafter accrue vacation leave at the rate provided below:

Years of <u>Completed Service</u>	20-25 hour <u>work schedule</u>	30-35 hour <u>work schedule</u>
Less than five (5) years	3.334-4.167 hrs/mo	5.000-5.834 hrs/mo
5 through 9	5.000-6.250 hrs/mo	7.500-8.750 hrs/mo
10 through 14	6.667-8.334 hrs/mo	10.000-11.667 hrs/mo
15 through 19	7.334-9.167 hrs/mo	11.000-12.834 hrs/mo
20 or more	8.334-10.417 hrs/mo	12.500-14.584 hrs/mo

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 5.834 hours of vacation per month. An RPT employee who works 24 hours per week will receive 4.0 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Current employees designated as "regular part-time" on or before July 1, 1991 shall use their original date for appointment to regular City service as the date for calculating service time to determine the rate of vacation accrual. For appointments after July 1, 1991, rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after 90 days shall be paid for accrued but unused vacation leave at the time of separation. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who separate from City service prior to working 90 days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

Effective July 1, 2010, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours per fiscal year of vacation (sixty (60) to seventy (70) hours for 30 –35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week remaining in the employee's vacation bank after the conversion. For example, an RPT employee working 35 hours per week may request up to a total of 70 hours of vacation buy-back per fiscal year. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

For calendar year 2022 only, the total amount of vacation eligible for buy-back will be increased one time to 120 hours for regular full-time employees, 100 to 110 for 30-35 hour employees, and 80 to 90 for 20-25 hour employees.

Effective November 2022 - By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may cash out up to 80 hours of vacation.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have the equivalent of one regular work week remaining in vacation accruals at the time of cash out.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy back vacation leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, how much they want to buy back. The employee must have used a minimum of 50% of their accrued vacation between December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least one work week of vacation accruals remaining at the time of the buy back which will occur in December 2023. The sell back will be paid out in the last full pay period of December 2023, which is December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation sellback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

#### D. Maximum Accumulation

Regular full-time employees may accumulate vacation credits according to the following schedule:

<u>Years of Completed Service</u>	<u>Maximum accrual</u>
1 through 4	160 hours
5 through 9	240 hours
10 through 14	320 hours
15 through 19	352 hours
20 or more	400 hours

Regular part-time employees may accumulate vacation credits according to the following schedule:

<u>Years of Completed Service</u>	<u>20-25 hour Maximum Accrual</u>	<u>30-35 hour Maximum Accrual</u>
1 through 4	80-100 hours	120-140 hours
5 through 9	120-150 hours	180-210 hours
10 through 14	160-200 hours	240-280 hours
15 through 19	176-220 hours	264-308 hours
20 or more	200-250 hours	300-350 hours

## **XI. SICK LEAVE**

### **A. Purpose**

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, or to be used for medical and dental appointments that are unable to be scheduled during non-work hours, within the limitations of this section. Sick leave is granted for recovery from illness or injury so as to be physically able to return to work. This section is intended to comply with all applicable state, federal and local laws regarding sick leave absences.

Each calendar year, employees may use an amount equal to six months of annual accrued and available sick leave to care for their sick child, parent, domestic partner (as defined by California Family Code Section 297), or spouse. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

### **B. Accrual for Regular Full-Time Employees**

Beginning on the 90<sup>th</sup> day of employment, regular full-time employees accrue sick leave with pay at the rate of eight hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of 96 hours a year to a total of not more than 960 hours.

### **C. Accrual for Regular Part-Time Employees**

Beginning on the 90<sup>th</sup> day of employment, regular part-time employees shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

<u>Work Schedule</u>	<u>Monthly Accrual Rate</u>	<u>Maximum Accrual</u>
20-25 work hours	4-5 hours	480-600
30-35 work hours	6-7 hours	720-840

Effective July 1, 2010, proration of RPT sick leave will be based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of sick leave per month. An RPT employee who works 24 hours per week will receive 4.8 hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.



For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

Regular full-time and regular part-time employees must be actively at work or on leave with pay for at least one-half the regularly scheduled workdays in a month to accrue sick leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

#### D. Retirement Service Credit

Retirement service credit accounts have been established for each eligible employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to miscellaneous employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 120 days (960 hours for full-time, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees) shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 120 days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 to be placed in the retirement service credit account. However, once placed in the retirement service credit account it can be used only for retirement service credit and cannot be withdrawn from that account.

#### E. Administration of Sick Leave

1. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial illness or injury during off duty time, with supervisor approval, the employee may charge time off for the medical and/or dental appointment to sick leave.
2. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee's leave if the employee uses four (4) or more sick leave days within any continuous six month period.
3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, the Department Head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and continue work.
4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:
  - a. Whenever a department head has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the department head may require the employee to submit to an examination by a licensed

physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the department head may require the employee to use accrued sick leave until sufficiently recovered to return to work.

- b. Absence for illness or to care for employees' sick children, parents, or spouse may not be charged to sick leave not already accumulated by the employee.
- c. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90<sup>th</sup> day of employment, the employee shall receive credit for the 90 days of service to the City.
- d. An eligible employee absent from duty due to illness or a City job-related injury who has been performing outside employment authorized by the department head shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury.
- e. Absences without pay for illness or injury may be granted by the City Manager to a regular full-time or regular part-time employee for a period not to exceed 120 days in a calendar year, provided that an employee who is about to exhaust all sick leave benefits makes a written request for such absence to the department head. The request for absence without pay shall be accompanied by a certificate that the employee is unable to work.
- f. The department head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to work, and may require the employee to submit to an examination by a licensed physician selected by the City. The City Manager may order the employee to return to work if the City-selected physician reports that the employee is capable of doing so. At any time during the period of sick leave without pay as provided above, upon presenting to the appointing authority a written certificate from the attending physician that the employee is released to return to work, s/he shall resume regular duties within two (2) work days.

**F. COVID-Related Temporary Benefits:**

The City granted employees that were unable to perform their regular duties due to COVID-19 related impacts, emergency paid administrative leave beginning March 17, 2020 ("EPAL"). Beginning April 30, 2020, the City stopped providing EPAL and members of NAME that were unable to work and were thus required to shelter in place had access, and agreed to utilize, up to 80 hours of Emergency Paid Sick Leave.

Members of NAME that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NAME are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately hour for hour by the amount of EPAL that a member of NAME used. For example, if a full time employee member of NAME partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NAME that is regularly scheduled for 30 hours per week (and is thus eligible

for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

## **XII. PERSONAL LEAVE**

### **A. Regular Full-Time Employees**

All regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year.

The City shall allow regular full-time employees represented by the Association to convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year. The 8 hours of converted personal leave is to be used for unforeseen, unplanned, emergency situations not due to illness, in which advanced approval is not possible so the use of vacation and compensatory time is not allowed, or for furlough.

### **B. Regular Part-Time Employees**

All regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

The City shall allow regular part-time employees represented by the Association to convert four (4) to seven (7) hours of sick leave to personal leave based on actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration during the fiscal year.

## **XIII. LEAVE OF ABSENCE WITHOUT PAY**

### **A. Regular Full-Time Employees**

Regular full-time employees represented by the Association with 40 hours or less of accrued leave shall be eligible for a leave of absence without pay as specified in the Personnel Rules and Regulations.

### **B. Regular Part-Time Employees**

Regular part-time employees represented by the Association with 20 hours or less (20-25 hour employees) or 30 hours or less (30-35 hour employees) of accrued leave shall be eligible for a leave of absence as specified in the Personnel Rules and Regulations.

C. An approved leave of absence without pay of less than thirty (30) days shall have no effect on the employee's seniority date. An employee's seniority date shall be adjusted for authorized absence without pay of thirty (30) days or more, not including protected leaves. The seniority date shall be adjusted one month for each month that an employee was on leave without pay. (See Section III-Definitions, Paragraph G.)

D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, Section E-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

#### **XIV. OVERTIME**

##### **A. Work Week**

The workweek for employees on standard and alternate work schedules represented by the Association are defined in Section VIII-Hours of Work, A and C, respectively.

##### **B. Work Day**

The work day is established by the Work Schedule Agreement. For full-time employees, a regular work day as described in this section is equal to the number of hours an employee is scheduled to work on any day of the week, 12:01 a.m. to 12:00 midnight, with the following exception: those employees on a 9/76 or 9/80 schedule must continue to abide by their assigned schedule on their eight (8) hour work day. On this day, a regular work day is four (4) hours work time prior to the workweek start time, and four (4) hours work time after the workweek start time.

##### **C. Overtime Work**

Any hours worked in excess of forty (40) hours per week shall be classed as overtime work. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation, except: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off. In the event of a designated emergency, sick leave hours will be counted toward the forty (40) hour threshold. Work performed by regular part-time employees in excess of forty (40) hours of actual work in a scheduled workweek shall be classed as overtime work.

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall preclude the right of management to adjust a work schedule during a seven-day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

##### **D. Compensation for Overtime Work**

Overtime work approved by the supervisor shall be compensated at the rate of time and one-half the straight time rate in the form of pay or compensatory time, at the election of the employee, up to a maximum of eighty (80) hours.

An employee who has accrued the maximum number of compensatory hours shall receive overtime compensation in pay at the rate of time and one-half the straight time rate for any additional approved overtime hours worked.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

Compensatory time accrual may be cashed-out for up to eighty (80) hours per fiscal year. Cash out will be in November and April of the fiscal year. This cash-out option will terminate after the November 2022 cash out.

Effective December 2022, accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31<sup>st</sup>. Time worked during that time period will be paid.

E. Scheduled Overtime

An employee who has been scheduled and notified at least twenty-four (24) hours in advance to return to work on overtime more than two (2) hours after the end or two (2) hours before the beginning of a shift, on non-flexed holidays, or on non-flexed scheduled days off, shall receive upon reporting to work a minimum of two (2) hours of work, or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay. Overtime will be paid for non-flexed scheduled days off and/or non-flexed holidays at the overtime rate for all hours worked in excess of forty (40) hours. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation with the exception of: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off.

F. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 a.m. and 11:59 p.m. on their regularly scheduled work day shall receive upon arriving to work a minimum of three (3) hours of work at the overtime rate, or if three (3) hours of work is not furnished, a minimum of three hours of pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour time period, only one minimum shall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 12:00 a.m. and 5:59 a.m., holidays, or scheduled days off, shall receive upon arriving to work a minimum of four (4) hours of work at the overtime rate or if four (4) hours of work is not furnished, a minimum of four (4) hours of pay at the overtime rate. If four (4) hours of work is not furnished and the employee is released then called back and returns to work within the same four (4) hour period, only one minimum shall apply.

G. Alternate Work Schedule Overtime

Should subsequent legislation, either at the State or Federal level, require the payment of overtime for work beyond eight (8) hours in a single day, the alternate work schedule will be discontinued.

H. Work Schedule Flexing

With reasonable advanced notice, employees may be assigned to shifts outside of their normal work schedule, to include early morning, evening, weekend and/or holidays. For hours worked up to forty (40) hours in the flexed work week, employees will be paid straight time.

I. Designated Emergencies

Notwithstanding any other provision, all hours actually worked as a result of a designated emergency shall be compensated at the overtime rate of time and one half for all hours over

forty (40) per week. All hours paid shall be counted toward the forty (40) hour work week for purposes of determining if an employee is entitled to receive overtime compensation including sick time. The designation of an emergency shall be at the sole discretion of the City.

## **XV. ACTING/SPECIAL ASSIGNMENT PAY**

- A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:
1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.
  2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.
  3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.
  4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.
- B. The City agrees to pay Landscape & Park Maintenance I/II and Senior Landscape & Park Maintenance Worker employees certified to spray pesticides 5% above their compensation base pay for actual time performing pesticide spraying.
- C. Effective July 1, 2019, the City agrees to pay regular full-time employees bilingual assignment pay of \$100.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of \$75 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$50 per month. Eligibility for bilingual assignment pay shall be made subject to the conditions listed in Administrative Regulation 0522.
- D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

## **XVI. HOLIDAYS**

### **A. Holidays**

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and part-time employees represented by the Association:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

- B. The floating holiday must be scheduled and used during the fiscal year.
- C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, in the next fiscal year.
- D. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash.
- E. Holiday Compensation

Regular full-time employees on standard or alternate work schedules will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

Closed Holiday credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

Employees on other alternate work schedules (e.g., the 9/76, or 9/80 bi-weekly schedules) must use additional accrued vacation or compensatory time to account for the remaining half-hour(s) or hour(s). If the employee does not have any accrued leave available to be charged for the additional half-hour(s) or hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Holiday hours are accrued as follows:

Work Schedule  
20-25 work hours  
30-35 work hours

Holiday Pay  
4-5 hours per holiday  
6-7 hours per holiday

**XVII. BEREAVEMENT LEAVE**

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, domestic partner, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive up to a maximum of 35 hours of bereavement leave. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Bereavement leave will be prorated as follows:

Work Schedule  
20-25 work hours  
30-35 work hours

Prorated Bereavement Leave  
up to a maximum of 20-25 hours  
up to a maximum of 30-35 hours

**XVIII. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS**

- A. Regular full-time and regular part-time employees are eligible on a first-come, first served basis for the educational reimbursement of tuition fees and book costs.
- B. The City shall establish a fund of \$14,000 which shall be the City's total obligation for financing tuition fees and required textbook costs for job-related academic courses, courses taken in pursuit of a college degree, or education undertaken to maintain or improve skills related to work performance in the employee's current position. Reimbursement to individual employees approved by the department head shall be for courses attended during the term of this Memorandum of Understanding and shall not exceed \$4,000 per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the \$4,000 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.
  - 1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program.
  - 2. Reimbursement shall be made for all tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:



Total educational program fees (e.g., B.S/B.A degree programs) divided by the total number of courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course or educational program.
  4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).
  5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.
- C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide information system or through the Human Resources office.
  - D. Required textbooks for which the employee was reimbursed shall become the property of the employee.
  - E. It is the intent of this policy that all eligible employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts are arranged to allow an employee to enroll in a college program with reasonable assurance that course work attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Department Head shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

## **XIX. PERSONNEL REDUCTION PROCEDURE**

- A. The Personnel Reduction Procedure set forth in the Personnel Rules and Regulations including Work Schedule Reductions In Lieu of Layoff shall apply to regular full-time and regular part-time employees represented by NAME.
- B. Eligibility for PST Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for Part-Time,

Seasonal, Temporary (PST) employment to work in positions in the City of Newark as described below:

1. An employee who is the subject of layoff can apply for a Part-Time Seasonal position in the same or in a different job class performing the same or different job duties as the employee held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the Part-Time Seasonal position for which the employee applied;
3. City may or may not hire the employee for that Part-Time Seasonal position at the discretion of the City;
4. Employee will be compensated at the Part-Time Seasonal position rate of pay;
5. If employee is hired as a Part-Time Seasonal employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;
6. Time worked as a Part-Time Seasonal employee does not count toward seniority;
7. If the employee is hired as a Part-Time Seasonal employee and the employee is eligible in the PERS Retirement System, the City will re-enroll employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

## **XX. GRIEVANCE PROCEDURE**

Any dispute between the City and an employee represented by the Association regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association or their designated representative affecting the rights of an employee or employees pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be affected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place, and person served. Notice may also be served by addressing said notice to the City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources Department, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered received upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee or the President of the Association on behalf of an employee or employees represented by the Association.

Hearings on grievances and actual filing of grievances may be processed during normally scheduled working hours. All other activities related to the employee's preparation and processing of the appeal shall be done outside of scheduled working hours. No employee or Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be

permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved. A two-calendar day extension of this time period will be authorized by the department head, or designee, upon written notice from an employee or the Association that additional time is required to formally submit a grievance.
- B. If after such discussion the employee and/or the Association do not believe the problem has been satisfactorily resolved, he/she/it shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.
- C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.
- D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate department head, with a copy to the Human Resources Director.
- E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the department head shall provide a written decision to the employee and/or Association.
- F. Within ten (10) calendar days of receipt of the department head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or Association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders

submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.
2. The City and the employee and/or Association shall share the fees and expenses of the fact-finder as well as the cost of making a record of the fact-findings.
3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.
4. The City and the employee both hold the right to be represented by an attorney or a representative of the Association.
5. If either of the parties does not accept the decision of the fact-finder that party may appeal to a Court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

## **XXI. MANAGEMENT RIGHTS CLAUSE**

The City, through its City Council and management representatives, shall have and retain the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services and the exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such rights, as defined herein below, shall be exercised in all respects consistent with law and the specific provisions of this Memorandum of Understanding.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

## **XXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE**

### **A. Pick-up of Employee Contributions**

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Paragraph 1 of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this agreement.
4. The employee does not have the option to receive the employer-contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

If any of the aforementioned stated provisions of Section 414 (h) (2) of the United States Internal Revenue Code are changed during the term of this Memorandum of Understanding, the Association has the right to reopen negotiations only with regard to this section of this Memorandum of Understanding.

**XXIII. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting and conferring in good faith in accordance with Section 3500, et seq of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

**XXIV. SEPARABILITY**

Notwithstanding any other provision in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

## ATTACHMENT A

### Regular Full-Time / Part-Time Classifications

### Newark Association of Miscellaneous Employees

#### Classifications

Accounting Assistant I	Information Technology Technician I
Accounting Assistant II	Information Technology Technician II
Admin Support Specialist I	Landscape Inspector
Admin Support Specialist II	Landscape & Parks Maintenance Worker I
Aquatics Coordinator	Landscape & Parks Maintenance Worker II
Aquatic Activities Specialist	Lead Child Care Instructor
Building Inspector I	Permit Technician
Building Inspector II	Public Works Inspector
Building Mechanic I	Recreation Coordinator
Building Mechanic II	Senior Admin Support Specialist
Cashier	Senior Building Inspector
Child Care Instructor	Senior Building Mechanic
Collections Assistant	Senior Equipment Mechanic
Community Preservation Specialist	Senior Landscape Inspector
Engineering Aide I	Senior Landscape & Parks Maintenance Worker
Engineering Technician I	Senior Street Maintenance Worker
Engineering Technician II	Street Maintenance Worker I
Engineering Technician III	Street Maintenance Worker II
Equipment Mechanic I	Street Maintenance Worker Lead
Equipment Mechanic II	Vehicle Abatement Officer
Field Assistant	Youth Instructor I
General Laborer	Youth Instructor II

## ATTACHMENT B

SALARY LIST – EFFECTIVE 07/01/2022 \*Monthly salaries are based on a 40 hour work week

<b>ACCOUNTING ASSISTANT I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$34.49	\$35.52	\$36.59
	2	\$35.96	\$37.04	\$38.15
	3	\$37.58	\$38.71	\$39.87
	4	\$39.24	\$40.42	\$41.63
	5	\$41.07	\$42.30	\$43.57
<b>ACCOUNTING ASSISTANT II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$37.92	\$39.06	\$40.23
	2	\$39.60	\$40.79	\$42.01
	3	\$41.34	\$42.58	\$43.86
	4	\$43.18	\$44.48	\$45.81
	5	\$45.17	\$46.53	\$47.93
<b>ADMIN SUPPORT SPECIALIST I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$31.24	\$32.18	\$33.15
	2	\$32.59	\$33.57	\$34.58
	3	\$34.00	\$35.02	\$36.07
	4	\$35.53	\$36.60	\$37.70
	5	\$37.04	\$38.15	\$39.29
<b>ADMIN SUPPORT SPECIALIST II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$34.11	\$35.13	\$36.18
	2	\$35.63	\$36.70	\$37.80
	3	\$37.20	\$38.32	\$39.47
	4	\$38.89	\$40.06	\$41.26
	5	\$40.60	\$41.82	\$43.07
<b>AQUATIC ACTIVITIES SPECIALIST</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$27.04	\$27.85	\$28.69
	2	\$28.44	\$29.29	\$30.17
	3	\$29.83	\$30.72	\$31.64
	4	\$31.32	\$32.26	\$33.23
	5	\$32.88	\$33.87	\$34.89
<b>AQUATICS COORDINATOR</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$39.54	\$40.73	\$41.95
	2	\$41.31	\$42.55	\$43.83
	3	\$43.17	\$44.47	\$45.80
	4	\$45.07	\$46.42	\$47.81
	5	\$47.05	\$48.46	\$49.91

<b>BUILDING INSPECTOR I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$50.82	\$52.34	\$53.91
	2	\$53.13	\$54.72	\$56.36
	3	\$55.60	\$57.27	\$58.99
	4	\$58.20	\$59.95	\$61.75
	5	\$60.87	\$62.70	\$64.58

<b>BUILDING INSPECTOR II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$53.36	\$54.96	\$56.61
	2	\$55.79	\$57.46	\$59.18
	3	\$58.38	\$60.13	\$61.93
	4	\$61.11	\$62.94	\$64.83
	5	\$63.92	\$65.84	\$67.82

<b>BUILDING MECHANIC I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$38.07	\$39.21	\$40.39
	2	\$39.99	\$41.19	\$42.43
	3	\$41.98	\$43.24	\$44.54
	4	\$44.10	\$45.42	\$46.78
	5	\$46.30	\$47.69	\$49.12

<b>BUILDING MECHANIC II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$41.94	\$43.20	\$44.50
	2	\$44.04	\$45.36	\$46.72
	3	\$46.25	\$47.64	\$49.07
	4	\$48.57	\$50.03	\$51.53
	5	\$50.98	\$52.51	\$54.09

<b>CASHIER</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$34.76	\$35.80	\$36.87
	2	\$36.30	\$37.39	\$38.51
	3	\$37.94	\$39.08	\$40.25
	4	\$39.62	\$40.81	\$42.03
	5	\$41.36	\$42.60	\$43.88

<b>CHILD CARE INSTRUCTOR</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$24.30	\$25.03	\$25.78
	2	\$25.53	\$26.30	\$27.09
	3	\$26.82	\$27.62	\$28.45
	4	\$28.16	\$29.00	\$29.87
	5	\$29.58	\$30.47	\$31.38



<b>COLLECTIONS ASSISTANT</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$37.92	\$39.06	\$40.23
	2	\$39.60	\$40.79	\$42.01
	3	\$41.34	\$42.58	\$43.86
	4	\$43.18	\$44.48	\$45.81
	5	\$45.17	\$46.53	\$47.93

<b>COMMUNITY PRESERVATION SPECIALIST</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$42.37	\$43.64	\$44.95
	2	\$44.30	\$45.63	\$47.00
	3	\$46.32	\$47.71	\$49.14
	4	\$48.46	\$49.91	\$51.41
	5	\$50.71	\$52.23	\$53.80

<b>ENGINEERING AIDE I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$36.95	\$38.06	\$39.20
	2	\$38.58	\$39.74	\$40.93
	3	\$40.31	\$41.52	\$42.77
	4	\$42.11	\$43.37	\$44.67
	5	\$44.02	\$45.34	\$46.70

<b>ENGINEERING TECHNICIAN I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.85	\$45.17	\$46.53
	2	\$45.80	\$47.17	\$48.59
	3	\$47.89	\$49.33	\$50.81
	4	\$50.10	\$51.60	\$53.15
	5	\$52.37	\$53.94	\$55.56

<b>ENGINEERING TECHNICIAN II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$46.97	\$48.38	\$49.83
	2	\$49.12	\$50.59	\$52.11
	3	\$51.37	\$52.91	\$54.50
	4	\$53.74	\$55.35	\$57.01
	5	\$56.22	\$57.91	\$59.65

<b>ENGINEERING TECHNICIAN III</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$50.82	\$52.34	\$53.91
	2	\$53.14	\$54.73	\$56.37
	3	\$55.61	\$57.28	\$59.00
	4	\$58.20	\$59.95	\$61.75

<b>EQUIPMENT MECHANIC I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$39.16	\$40.33	\$41.54
	2	\$41.10	\$42.33	\$43.60
	3	\$43.17	\$44.47	\$45.80
	4	\$45.32	\$46.68	\$48.08
	5	\$47.59	\$49.02	\$50.49

<b>EQUIPMENT MECHANIC II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.11	\$44.40	\$45.73
	2	\$45.25	\$46.61	\$48.01
	3	\$47.52	\$48.95	\$50.42
	4	\$49.90	\$51.40	\$52.94
	5	\$52.38	\$53.95	\$55.57

<b>FIELD ASSISTANT</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$26.63	\$27.43	\$28.25
	2	\$28.02	\$28.86	\$29.73
	3	\$29.38	\$30.26	\$31.17
	4	\$30.86	\$31.79	\$32.74
	5	\$32.40	\$33.37	\$34.37

<b>GENERAL LABORER</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$28.46	\$29.31	\$30.19
	2	\$29.89	\$30.79	\$31.71
	3	\$31.39	\$32.33	\$33.30
	4	\$32.96	\$33.95	\$34.97
	5	\$34.60	\$35.64	\$36.71

<b>INFORMATION TECHNOLOGY TECHNICIAN I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$38.83	\$39.99	\$41.19
	2	\$40.76	\$41.98	\$43.24
	3	\$42.79	\$44.07	\$45.39
	4	\$44.93	\$46.28	\$47.67
	5	\$47.18	\$48.60	\$50.06

<b>INFORMATION TECHNOLOGY TECHNICIAN II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.14	\$44.43	\$45.76
	2	\$45.29	\$46.65	\$48.05
	3	\$47.54	\$48.97	\$50.44
	4	\$49.92	\$51.42	\$52.96
	5	\$52.43	\$54.00	\$55.62

LANDSCAPE INSPECTOR	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$36.55	\$37.65	\$38.78
	2	\$38.37	\$39.52	\$40.71
	3	\$40.29	\$41.50	\$42.75
	4	\$42.30	\$43.57	\$44.88
	5	\$44.42	\$45.75	\$47.12
LANDSCAPE & PARKS MAINTENANCE WORKER I	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$35.57	\$36.64	\$37.74
	2	\$37.35	\$38.47	\$39.62
	3	\$39.22	\$40.40	\$41.61
	4	\$41.17	\$42.41	\$43.68
	5	\$43.24	\$44.54	\$45.88
LANDSCAPE & PARKS MAINTENANCE WORKER II	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$39.17	\$40.35	\$41.56
	2	\$41.12	\$42.35	\$43.62
	3	\$43.19	\$44.49	\$45.82
	4	\$45.35	\$46.71	\$48.11
	5	\$47.61	\$49.04	\$50.51
LEAD CHILD CARE INSTRUCTOR	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$27.96	\$28.80	\$29.66
	2	\$29.36	\$30.24	\$31.15
	3	\$30.84	\$31.77	\$32.72
	4	\$32.39	\$33.36	\$34.36
	5	\$34.02	\$35.04	\$36.09
PERMIT TECHNICIAN	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$39.77	\$40.96	\$42.19
	2	\$41.55	\$42.80	\$44.08
	3	\$43.43	\$44.73	\$46.07
	4	\$45.32	\$46.68	\$48.08
	5	\$47.36	\$48.78	\$50.24
PUBLIC WORKS INSPECTOR	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$53.37	\$54.97	\$56.62
	2	\$55.80	\$57.47	\$59.19
	3	\$58.39	\$60.14	\$61.94
	4	\$61.11	\$62.94	\$64.83
	5	\$63.92	\$65.84	\$67.82

<b>RECREATION COORDINATOR</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$39.54	\$40.73	\$41.95
	2	\$41.31	\$42.55	\$43.83
	3	\$43.17	\$44.47	\$45.80
	4	\$45.07	\$46.42	\$47.81
	5	\$47.05	\$48.46	\$49.91
<b>SR ADMIN SUPPORT SPECIALIST</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$37.52	\$38.65	\$39.81
	2	\$39.19	\$40.37	\$41.58
	3	\$40.98	\$42.21	\$43.48
	4	\$42.76	\$44.04	\$45.36
	5	\$44.68	\$46.02	\$47.40
<b>SR BUILDING INSPECTOR</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$55.76	\$57.43	\$59.15
	2	\$58.38	\$60.13	\$61.93
	3	\$60.87	\$62.70	\$64.58
	4	\$63.97	\$65.89	\$67.87
	5	\$66.97	\$68.98	\$71.05
<b>SR BUILDING MECHANIC</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$46.19	\$47.58	\$49.01
	2	\$48.47	\$49.92	\$51.42
	3	\$50.92	\$52.45	\$54.02
	4	\$53.46	\$55.06	\$56.71
	5	\$56.15	\$57.83	\$59.56
<b>SR EQUIPMENT MECHANIC</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$47.46	\$48.88	\$50.35
	2	\$49.83	\$51.32	\$52.86
	3	\$52.31	\$53.88	\$55.50
	4	\$54.92	\$56.57	\$58.27
	5	\$57.69	\$59.42	\$61.20
<b>SR LANDSCAPE &amp; PARKS MAINTENANCE WORKER</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.14	\$44.43	\$45.76
	2	\$45.29	\$46.65	\$48.05
	3	\$47.56	\$48.99	\$50.46
	4	\$49.93	\$51.43	\$52.97
	5	\$52.43	\$54.00	\$55.62

<b>SR LANDSCAPE INSPECTOR</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.14	\$44.43	\$45.76
	2	\$45.29	\$46.65	\$48.05
	3	\$47.56	\$48.99	\$50.46
	4	\$49.93	\$51.43	\$52.97
	5	\$52.43	\$54.00	\$55.62
<b>SR STREET MAINTENANCE WORKER</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.15	\$44.44	\$45.77
	2	\$45.30	\$46.66	\$48.06
	3	\$47.56	\$48.99	\$50.46
	4	\$49.94	\$51.44	\$52.98
	5	\$52.44	\$54.01	\$55.63
<b>STREET MAINTENANCE WORKER I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$35.57	\$36.64	\$37.74
	2	\$37.35	\$38.47	\$39.62
	3	\$39.22	\$40.40	\$41.61
	4	\$41.17	\$42.41	\$43.68
	5	\$43.24	\$44.54	\$45.88
<b>STREET MAINTENANCE WORKER II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$39.17	\$40.35	\$41.56
	2	\$41.12	\$42.35	\$43.62
	3	\$43.19	\$44.49	\$45.82
	4	\$45.35	\$46.71	\$48.11
	5	\$47.61	\$49.04	\$50.51
<b>STREET MAINTENANCE WORKER LEAD</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$41.16	\$42.39	\$43.66
	2	\$43.21	\$44.51	\$45.85
	3	\$45.38	\$46.74	\$48.14
	4	\$47.64	\$49.07	\$50.54
	5	\$50.02	\$51.52	\$53.07
<b>VEHICLE ABATEMENT OFFICER</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$31.08	\$32.01	\$32.97
	2	\$32.62	\$33.60	\$34.61
	3	\$34.26	\$35.29	\$36.35
	4	\$35.96	\$37.04	\$38.15
	5	\$37.77	\$38.90	\$40.07

<b>YOUTH INSTRUCTOR I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$19.47	\$20.05	\$20.65
	2	\$20.44	\$21.05	\$21.68
	3	\$21.46	\$22.10	\$22.76
	4	\$22.52	\$23.20	\$23.90
	5	\$23.65	\$24.36	\$25.09

<b>YOUTH INSTRUCTOR II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$24.30	\$25.03	\$25.78
	2	\$25.53	\$26.30	\$27.09
	3	\$26.82	\$27.62	\$28.45
	4	\$28.15	\$28.99	\$29.86
	5	\$29.58	\$30.47	\$31.38

RESOLUTION NO. 11,537

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE DELETION OF ONE FULL-TIME EQUIVALENT AQUATIC ACTIVITIES SPECIALIST AND THE ADDITION OF ONE FULL-TIME EQUIVALENT AQUATICS COORDINATOR TO THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan was adopted by the City Council on June 23, 2022; and

WHEREAS, the City underfilled the position of Aquatics Coordinator with an Aquatic Activities Specialist as a cost-savings measure and in response to lower Aquatics program participation during the COVID-19 pandemic; and

WHEREAS, the Recreation & Community Services Department is now experiencing higher participation levels and an increased need of higher-level coordinator support; and

WHEREAS, the City reviewed the Aquatics Coordinator class specification and determined it accurately depicts the job duties needed; and

WHEREAS, the Aquatic Activities Specialist and Aquatics Coordinator are represented by the Newark Association of Miscellaneous Employees (NAME); and

WHEREAS, the City Manager or designee has met and conferred in good faith with the representatives of NAME related to the above matters; and

WHEREAS, the City seeks to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to delete one full-time equivalent Aquatic Activities Specialist and add one full-time equivalent Aquatics Coordinator; and

WHEREAS, the City used standard practices to determine the fully benefitted costs of an Aquatics Coordinator and determined the net cost of the Aquatics Coordinator is within the department's Fiscal Year 2024 personnel budget.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to remove one full-time equivalent Aquatic Activities Specialist and add one full-time equivalent Aquatics Coordinator.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 13, 2023, by Council Member Buccì who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Buccì, Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon

NOES: None

ABSENT: None

SECONDED: Council Member Freitas


APPROVED:



\_\_\_\_\_  
MICHAEL K. HANNON

Mayor

ATTEST:



\_\_\_\_\_  
SHEILA HARRINGTON

City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
KRISTOPHER J. KOKOTAYLO

City Attorney



RESOLUTION NO. 11,552

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE EMPLOYEE CLASSIFICATION PLAN TO ADD MULTIPLE CLASS SPECIFICATIONS; APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES; AMENDING THE COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP; AUTHORIZING THE ADDITION AND DELETION OF MULTIPLE POSITIONS TO THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024; AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City conducted a classification and compensation study that included the Maintenance Division, Economic Development Manager, Administrative Analyst and Senior Administrative Analyst classifications; and

WHEREAS, the study showed the Management Analyst class specification is comparable to the City's Administrative Analyst classification in the labor market; and

WHEREAS, offering promotional opportunities through advancement in a classification series supports the City's efforts to maintain a competitive labor market position and accurately classify its employees; and

WHEREAS, the classifications are included in the Management, Supervisory and Professional Employee Group or represented by the Newark Association of Miscellaneous Employees (NAME) pursuant to the Memorandum of Understanding with the City; and

WHEREAS, the City Manager or designee has met and conferred in good faith with the representatives of NAME related to the above matters; and

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan was adopted by the City Council on June 23, 2022; and

WHEREAS, the City seeks to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to delete two full-time equivalent (FTE) Equipment Mechanic II, two FTE Landscape and Parks Maintenance Worker I, two FTE Landscape and Parks Maintenance Worker II, three (FTE) Administrative Analyst and one FTE Economic Development Manager positions,

and add two FTE Equipment Mechanic I/II, four FTE Landscape and Parks Maintenance Worker I/II, three FTE Management Analyst I/II, one Senior Management Analyst and one FTE Deputy Economic Development Director positions; and

WHEREAS, reclassifying the Economic Development Manager and adding a Management Analyst requires a budget amendment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group be amended to delete the classifications of Administrative Analyst, Senior Administrative Analyst and Economic Development Manager, and add the classifications of Management Analyst I/II and Senior Management Analyst with the listed salary steps below, and add Deputy Economic Development Director and assign Salary Range 18, effective July 28, 2023.

BE IT FURTHER RESOLVED that the City Council approves a Side Letter to the Memorandum of Understanding with the City of Newark and the Newark Association of Miscellaneous Employees to delete the classifications of Equipment Mechanic I, Equipment Mechanic II, Landscape and Parks Maintenance Worker I, and Landscape and Parks Maintenance Worker II and add the classifications of Equipment Mechanic I/II, Landscape and Parks Maintenance Worker I/II effective July 28, 2023.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to delete two full-time equivalent (FTE) Equipment Mechanic II, two FTE Landscape and Parks Maintenance Worker I, two FTE Landscape and Parks Maintenance Worker II, three FTE Administrative Analyst and one FTE Economic Development Manager positions, and add two FTE Equipment Mechanic I/II, four FTE Landscape and Parks Maintenance Worker I/II, three FTE Management Analyst I/II, one Senior Management Analyst and one FTE Deputy Economic Development Director position.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the classifications of Management Analyst I, Management Analyst II, Senior Management Analyst and Deputy Economic Development Director with salaries as follows:

Deputy Economic Development Director – Range 18 \$ 13,899.60 to \$ 16,679.52

Management Analyst series							
		Step 1	Step 2	Step 3	Step 4	Step 5	
Management Analyst I		Hourly	\$ 45.91	\$ 48.20	\$ 50.62	\$ 53.15	\$ 55.81
		Biweekly	\$ 3,672.72	\$ 3,856.32	\$ 4,049.28	\$ 4,251.60	\$ 4,464.72
		Annual	\$ 95,490.72	\$100,264.32	\$ 105,281.28	\$ 110,541.60	\$ 116,082.72
Management Analyst II		Hourly	\$ 51.01	\$ 53.56	\$ 56.24	\$ 59.05	\$ 62.01
		Biweekly	\$ 4,080.80	\$ 4,284.80	\$ 4,499.20	\$ 4,724.00	\$ 4,960.80
		Annual	\$106,100.80	\$111,404.80	\$ 116,979.20	\$ 122,824.00	\$ 128,980.80
Senior Management Analyst		Hourly	\$ 60.84	\$ 63.89	\$ 67.08	\$ 70.43	\$ 73.95
		Biweekly	\$ 4,867.37	\$ 5,111.27	\$ 5,366.71	\$ 5,634.51	\$ 5,916.32
		Annual	\$126,551.57	\$132,893.07	\$ 139,534.51	\$ 146,497.31	\$ 153,824.32

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 as follows:

TO:	110.50.051.510.5110	Economic Development Division Salaries	\$183,000
FR:	110.50.051.510.5120	Part-Time Temporary Salaries	\$ 53,000
FR:	110.3000	Unallocated Fund Balance	\$130,000

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 27, 2023, by Vice Mayor Collazo who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

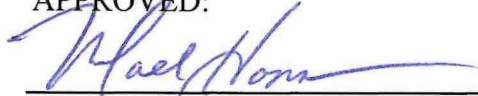
AYES: Council Members Bucci, Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon

NOES: None

ABSENT: None

SECONDED: Council Member Bucci


APPROVED:

  
\_\_\_\_\_  
MICHAEL K. HANNON  
Mayor

ATTEST:

  
\_\_\_\_\_  
SHEILA HARRINGTON  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KRISTOPHER J. KOKOTAYLO  
City Attorney



# City of Newark

## City Manager's Office

37101 Newark Boulevard  
Newark, CA 94560

To: Newark Association of Miscellaneous Employees Executive Board

From: David Benoun, City Manager  
Lenka Hovorka, Assistant City Manager

Date: August 28, 2023

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2022 – June 30, 2025 Memorandum of Understanding (MOU). The purpose of this side letter is to address representation of the classification of Vehicle Abatement Officer.

The City and Association have met and conferred and agreed to the following amendments below to provide that NAME will no longer be the sole and exclusive bargaining representative for the Vehicle Abatement Officer classification. This side letter will become effective upon approval by the City Council.

The City and NAME agree to the following amendments to the MOU:

1. Remove "Vehicle Abatement Officer" from Attachment A, the list of "Regular Full-Time/ Part-Time Classifications".
2. Remove the following row from the table in Attachment B, "Salary List":

<b>Vehicle Abatement Officer</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$32.08	\$32.01	\$32.97
	2	\$32.62	\$33.60	\$34.61
	3	\$34.26	\$35.29	\$36.35
	4	\$35.96	\$37.04	\$38.15
	5	\$37.77	\$38.90	\$40.07



510.578.4200



[cmo@newark.org](mailto:cmo@newark.org)



[www.newark.org](http://www.newark.org)



[facebook.com/cityofnewarkca](https://facebook.com/cityofnewarkca)

Dated: 9/26/2023

For the City of Newark:

DocuSigned by:  
*David Benoun*  
075767B2C2304C4...  
David Benoun, City Manager

For the Newark Association of Miscellaneous  
Employees:

DocuSigned by:  
*Jackson Posadas*  
9766623AEF8C494...  
Jackson Posadas, President



# City of Newark

## City Manager's Office

37101 Newark Boulevard  
Newark, CA 94560

To: Newark Association of Miscellaneous Employees Executive Board

From: David Benoun, City Manager  
Lenka Hovorka, Assistant City Manager

Date: January 3, 2024

This will serve as a Letter of Understanding (LOU) to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2022 – June 30, 2025 Memorandum of Understanding (MOU). The purpose of this LOU is to memorialize the compensation increases and title changes as a result of the Classification and Compensation Study. This LOU will become effective on January 12, 2024.

### The City and NAME agree to the following amendments to the MOU:

Throughout the NAME MOU, replace "Aquatics Coordinator" with "Recreation Coordinator; replace "Building Mechanic I/II" with "Building Maintenance Mechanic I/II"; and replace "Senior Building Mechanic" with "Senior Building Maintenance Mechanic".

Revise Attachment B in the MOU to reflect the following base salary increases:

- Child Care Instructor - 5.00%
- Information Technology Technician I - 3.11%
- Information Technology Technician II - 3.95%
- Lead Child Care Instructor - 5.00%
- Recreation Coordinator - 3.54%

The parties agree to produce a red-lined version within the MOU as a clean up matter as part of the revision process. Affected Classifications in Attachment B:

Child Care Instructor	<u>Step Code</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
	1	\$24.30	\$26.28	\$27.07
	2	\$25.53	\$27.62	\$28.44
	3	\$26.82	\$29.00	\$29.87
	4	\$28.16	\$30.45	\$31.36
	5	\$29.58	\$31.99	\$32.95



510.578.4200



[cmo@newark.org](mailto:cmo@newark.org)



[www.newark.org](http://www.newark.org)



[facebook.com/cityofnewarkca](https://facebook.com/cityofnewarkca)

<b>Lead Child Care Instructor</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$27.96	\$30.24	\$31.15
	2	\$29.36	\$31.75	\$32.70
	3	\$30.84	\$33.36	\$34.36
	4	\$32.39	\$35.03	\$36.08
	5	\$34.02	\$36.79	\$37.90

<b>Recreation Coordinator</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$39.54	\$42.17	\$43.44
	2	\$41.31	\$44.06	\$45.38
	3	\$43.17	\$46.04	\$47.43
	4	\$45.07	48.06	\$49.51
	5	\$47.05	\$50.18	\$51.68

<b>Information Technology Technician I</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$38.83	\$41.23	\$42.47
	2	\$40.76	\$43.29	\$44.58
	3	\$42.79	\$45.44	\$46.80
	4	\$44.93	\$47.72	\$49.15
	5	\$47.18	\$50.11	\$51.61


<b>Information Technology Technician II</b>	<b><u>Step Code</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
	1	\$43.14	\$46.18	\$47.57
	2	\$45.29	\$48.49	\$49.95
	3	\$47.54	\$50.90	\$52.43
	4	\$49.92	\$53.45	\$55.05
	5	\$52.43	\$56.13	\$57.82

Dated: 1/26/2024

For the City of Newark:

DocuSigned by:  
  
075767B2C2304C4...  
 David Benoun, City Manager

For the Newark Association of Miscellaneous Employees:

DocuSigned by:  
  
6798827949374DD...  
 Angela Montez, President



RESOLUTION NO. 11670

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE EMPLOYEE CLASSIFICATION PLAN TO ADD TWO CLASS SPECIFICATIONS AND DELETE ONE CLASS SPECIFICATION; APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION; AMENDING THE COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEES GROUP; AMENDING THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the 2024-2026 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution 11665 on June 27, 2024; and

WHEREAS, the City, with assistance from an independent consultant, conducted a Reclassification Study as a follow up to the Citywide Classification and Compensation Study; and

WHEREAS, the City, based on the analysis, has determined that three current employees shall be reclassified to best match their actual roles and responsibilities, including reclassifying the Collections Assistant to the existing Accounting Assistant II classification, a Public Safety Clerk to the new classification of Property and Evidence Technician, and the Senior Landscape Inspector to the new classification of Urban Forest Supervisor; and

WHEREAS, the City Manager or designee met and conferred with representatives of the current labor organizations regarding the representation of the Property and Evidence Technician and the Urban Forest Supervisor classification; and

WHEREAS, no labor organization contested the placement of the Urban Forest Supervisor in the Management, Supervisory, and Professional Employee Group, and the Newark Police Association has agreed to be the sole representative for the Property and Evidence Technician classification and requires a Side Letter be approved; and

WHEREAS, the Accounting Assistant II class specification is already included in the Newark Association of Miscellaneous Employee Group; and

WHEREAS, the City, with assistance from an independent consultant, created job specifications and conducted a labor market study to develop appropriate salary ranges for the Property and Evidence Technician and the Urban Forest Supervisor classifications; and

WHEREAS, the City, based on its analysis of job compensation relationships between the new classification of Property and Evidence Technician and Police Records Supervisor, has determined that a salary increase of three percent (3%) for the Police Records Supervisor will ensure appropriate compaction rates; and

WHEREAS, the compensation increases for the reclassification and the increase due to maintaining internal relationships for the records division require a budget amendment; and

WHEREAS, the City seeks to amend the Employee Classification Plan to delete the classification of Collections Assistant and to add the classifications of Property and Evidence Technician and Urban Forest Supervisor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Employee Classification Plan be amended to delete the Collections Assistant classification; and add the Property and Evidence Technician and Urban Forest Supervisor classifications.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves an amendment to the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group to add the classification of Urban Forest Supervisor with the salary listed below, effective July 1, 2024.

BE IT FURTHER RESOLVED that the City Council hereby approves a Side Letter to the Memorandum of Understanding between the City of Newark and the Newark Police Association (NPA) for NPA to provide sole representation of the Property and Evidence Technician classification with the salary as listed below, and to reflect the compensation adjustment of the Property and Evidence Technician with the salary listed below, effective July 26, 2024 and reflect the compensation increase for the Police Records Supervisor effective July 1, 2024.

BE IT FURTHER RESOLVED that the City Council hereby approve an amendment to the City's Salary Schedule to reflect the new classifications of Property and Evidence Technician and Urban Forest Supervisor, effective July 26, 2024 and increase the salary of the Police Records Supervisor effective July 1, 2024:

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Police Records Supervisor	Hourly	\$46.53	\$48.85	\$51.29	\$53.86	\$56.56
	Biweekly	\$3,722.01	\$3,908.23	\$4,103.52	\$4,308.70	\$4,524.58
	Annual	\$96,772.21	\$101,614.03	\$106,691.52	\$112,026.10	\$117,639.18
Property and Evidence Technician	Hourly	\$40.24	\$42.25	\$44.36	\$46.59	\$48.91
	Biweekly	\$3,219.20	\$3,380.00	\$3,548.80	\$3,727.20	\$3,912.80
	Annual	\$83,699.20	\$87,880.00	\$92,268.80	\$96,907.20	\$101,732.80
Urban Forest Supervisor	Hourly	\$53.61	\$56.29	\$59.11	\$62.06	\$65.17
	Biweekly	\$4,288.80	\$4,503.20	\$4,728.80	\$4,964.80	\$5,213.60
	Annual	\$111,508.80	\$117,083.20	\$122,948.80	\$129,084.80	\$135,553.60

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to (1) delete one full-time equivalent (FTE) Public Safety Clerk, one FTE Senior Landscape Inspector, and one FTE Collections Assistant and add one FTE Property and Evidence Technician, one FTE Urban Forest Supervisor, and one FTE Accounting Assistant II; and, (2) appropriate funding to accommodate the salary adjustments for Fiscal Year 2025 as follows:

TO:	110.30.033.330.5110	Property Evidence Technician	\$3,420
FR:	110.3000	Unallocated Fund Balance	\$3,420
TO:	110.30.033.330.5110	Police Records Supervisor	\$4,752
FR:	110.3000	Unallocated Fund Balance	\$4,752
TO:	140.60.064.643	Urban Forest Supervisor	\$3,479
FR:	140.3000	Unallocated Fund Balance	\$3,479
TO:	110.13.013.130	City Clerk	\$12,840
FR:	110.3000	Unallocated Fund Balance	\$12,840
TO:	120.60.062.620	Permit Technician	\$73,116
FR:	120.3000	Unallocated Fund Balance	\$73,116

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 25, 2024, by Council Member Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

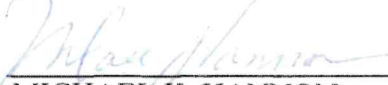
AYES: Council Members Jorgens, Apodaca, and Mayor Hannon

NOES: None

ABSENT: Council Member Collazo and Vice Mayor Freitas

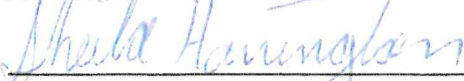
SECONDED: Council Member Apodaca

APPROVED:



MICHAEL K. HANNON  
Mayor

ATTEST:



SHEILA HARRINGTON  
City Clerk

APPROVED AS TO FORM:



KRISTOPHER J. KOKOTAYLO  
City Attorney



To: Newark Association of Miscellaneous Employees Executive Board

From: David Benoun, City Manager  
Lenka Hovorka, Assistant City Manager

Date: June 20, 2024

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2022 – June 30, 2025 Memorandum of Understanding (MOU). The purpose of this side letter is expand Maintenance Division classifications eligible for additional compensation when spraying pesticides. The side letter will become effective upon approval by the City Council.

**The City and Association have met and conferred and agreed to the following amendments to the MOU:**

- Repeal and replace Section XV: ACTING/SPECIAL PAY, D. as indicated in the redline version below:

The City agrees to pay ~~Landscape and Park Maintenance I/II and Senior Landscape and Park Maintenance Worker~~ employees in the following classifications, who are certified to spray pesticides, 5% above their compensation base pay for actual time performing pesticide spraying: Building Maintenance Mechanic I/II, Equipment Mechanic I/II, General Laborer, Landscape and Parks Maintenance Worker I/II, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape and Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II.

Dated: 6-20-2024

For the City of Newark:

Lenka Hovorka, Acting City Manager

For the Newark Association of Miscellaneous Employees:

Angela Montez, President

