

CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, July 11, 2019

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the City Council meetings of June 20 and June 27, 2019. (MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Introduction of employees.**

- C.2 Commending Dispatcher of the Year Dawn Paige. (COMMENDATION)**

- C.3 Commending the Saint Edward School Science Fair Team. (COMMENDATION)**

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.6 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Authorization for the Interim City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda - from Finance Manager Lee and Interim City Attorney Kokotaylo. (RESOLUTION)**

- F.2 Approval of Lease and Maintenance Agreements with KBA Docusys for citywide Multifunction Copier/Scanner/Printers – from Information Systems Manager Kezar. (RESOLUTION)**
- F.3 Authorizing the Mayor to execute a Contractual Equipment and Services Agreement with Ross Recreation Equipment Co., Inc. for the purchase of Recycled Plastic Content Picnic Tables, Benches and Trash Containers for Mel Nunes Sportsfield Park and NewBark Dog Park, and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Recreation and Community Services Director Zehnder and Senior Administrative Analyst Khuu-Seeman. (RESOLUTION)**
- F.4 Authorizing the City Manager to execute a Contractual Services Agreement with 3QC, Inc. to provide commissioning services for the New Civic Center, Project 1188 and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Chief Building Official/City Architect Collier. (RESOLUTION)**
- F.5 Authorizing the City Manager to execute a Contractual Services Agreement with Geocon Consultants, Inc. to provide additional geotechnical services for the New Civic Center, Project 1188 and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Chief Building Official/City Architect Collier. (RESOLUTION)**
- F.6 Authorization for the Mayor to execute an agreement with the County of Alameda for participation in the Alameda County Urban County for the Community Development Block Grant (CDBG) Program for fiscal year 2019-2020 – from Senior Planner Mangalam. (RESOLUTION)**

NONCONSENT

- F.7 Approval and adoption of: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Association; 3) the Memorandum of Understanding with the Newark Police Management Association; 4) the Compensation and Benefit Plan for the Confidential Employee Group; and 5) the Compensation and Benefit Plan for the City Officials, Management, Supervisory, and Professional Employee Group – from City Manager Benoun, Acting Human Resources Director Que-Garcia and Interim City Attorney Kokotaylo. (RESOLUTIONS-5)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Appointment to the Planning Commission – from Mayor Nagy. (RESOLUTION)

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

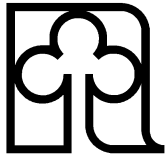
Approval of Audited Demands. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk’s Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, July 11, 2019

CITY COUNCIL:

Alan L. Nagy, Mayor
Sucy Collazo, Vice Mayor
Luis L. Freitas
Michael K. Hannon
Mike Bucci

CITY STAFF:

David J. Benoun
City Manager

Michael Carroll
Police Chief

Soren Fajeau
Public Works Director

David Zehnder
Recreation and Community
Services Director

Sandy Abe
Human Resources Director

Kristopher J. Kokotaylo
Interim City Attorney

Krysten Lee
Finance Manager

Arturo Interiano
Acting Community Dev. Dir.

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

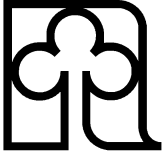
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|--------------------------------------------|--------------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached **Agenda** gives the **Background/Discussion** of agenda items. Following this section is the word **Attachment**. Unless "none" follows **Attachment**, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled **Update**, which will state what the Planning Commission's action was on that particular item. **Action** indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



CITY OF NEWARK CITY COUNCIL

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SPECIAL MEETING

Minutes

Thursday, June 20, 2019

City Administration Building
6:15 p.m.
City Council Chambers

A. ROLL CALL

Mayor Nagy called the meeting to order at 6:15 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci. Council Member Freitas was noted absent.

B. CLOSED SESSION

1. **Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representative: City Manager Benoun, Employee Groups: the Newark Police Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group.**

At 6:15 p.m. the City Council recessed to a closed session.

At 6:21 p.m. the City Council convened in closed session in the Fifth Floor Conference Room.

At 7:29 p.m. the City Council reconvened into open session.

C. ADJOURNMENT

At 7:29 p.m., Council Member Hannon moved, Council Member Collazo seconded, to adjourn the meeting. The motion passed, 5 AYES.



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City Administration Building
7:30 p.m.
City Council Chambers

Minutes

Thursday, June 27, 2019

A. ROLL CALL

Vice Mayor Collazo called the meeting to order at 7:33 p.m. Present were Council Members Hannon, Freitas, and Bucci. Mayor Nagy was noted absent.

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of June 13, 2019.

MOTION APPROVED

Council Member Freitas moved, Council Member Hannon seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Vice Mayor Collazo introduced Senior Administrative Support Specialist Franklin Lee who recently joined the Public Works Department Maintenance Division.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Hannon moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 through F.12, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 4 AYES, 1 ABSENT.

CONSENT

F.1 Authorization for the City Manager to execute Task Order No. 18 to the Joint Powers Agreement with the City of Fremont for Paratransit Services.

**RESOLUTION NO. 10936
CONTRACT NO. 09044**

- F.2 Authorization for the City Manager to execute Task Order No. 19 to the Joint Powers Agreement with the City of Fremont for Case Management services.**
RESOLUTION NO. 10937
CONTRACT NO. 09044
- F.3 Authorization for the Mayor to execute an Emergency Medical Services First Responder Advanced Life Support Services Agreement between the City of Newark and the County of Alameda.**
RESOLUTION NO. 10938
CONTRACT NO. 19027
- F.4 Establishment of the Fiscal Year 2019-2020 Tax Appropriations Limit.**
RESOLUTION NO. 10939
- F.5 Approval to add one classification of Vehicle Abatement Officer position by amending the Employee Classification Plan, and the Memorandum of Understanding between the City of Newark and the Newark Association of Miscellaneous Employees (NAME).**
RESOLUTION NOS. 10940-10941
- F.6 Approval to add one Lead Child Care Instructor position to the Employee Classification Plan, and amend the Memorandum of Understanding between the City of Newark and the Newark Association of Miscellaneous Employees (NAME).**
RESOLUTION NOS. 10942-10943
- F.7 Approval of 2019 Engineering and Traffic Survey for Citywide Speed Limits, Project No. 1184 and Establishment of Speed Limits.**
RESOLUTION NO. 10944
- F.8 Approval of plans and specifications, acceptance of bid and award of contract to for the Base Bid and Additive Alternate Bids No. 1 and No. 2 to DeSilva Gates Construction LP for the 2019 Asphalt Concrete Street Overlay Program, Project.**
MOTION APPROVED
RESOLUTION NO. 10945
CONTRACT NO. 19035
- F.9 Approval of plans and specifications, acceptance of bid, and award of contract for the Base Bid to Bay Construction Co. for Newark Community Dog Park, Project No. 1208 and amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Assistant City Engineer Imai.**
MOTION APPROVED
RESOLUTION NO. 10946
CONTRACT NO. 19036

- F.10 Setting a July 25, 2019, public hearing date for the establishment of an Underground Utility District on Newark Boulevard between Fair Avenue and Bellhaven Avenue (Newark Underground District No. 15). RESOLUTION NO. 10947**
- F.11 Approval of Investment Policy. RESOLUTION NO. 10948**
- F.12 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018 - 2019 for General Revisions and Operating Increases. RESOLUTION NO. 10949**

NONCONSENT

- F.13 Approval of Annual Engineer's Reports, intention to levy and collect assessments and setting date of public hearing on July 25, 2019 for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 for fiscal year 2019-2020 in accordance with the provisions of the Landscaping and Lighting Act of 1972. RESOLUTION NOS. 10950-10951**

Vice Mayor Collazo stated that she owns property in Landscaping and Lighting Districts 10 and 11 and would recuse herself from participation. She left the City Council Chambers.

Council Member Freitas became Mayor Pro Tempore, per the Municipal Code that names the Council Member with the longest service to serve as Mayor Pro Tempore in the absence of the Mayor and Vice Mayor.

City Manager Benoun gave the staff report recommending approval.

No one from the public came forward to speak.

Council Member Hannon moved, Council Member Bucci seconded to (1) by resolution, approve the Annual Engineer's Reports; and, (2) by resolution, declare an intention to levy and collect assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 for fiscal year 2019-2020, and setting the annual public Hearing for July 25, 2019, in accordance with the provisions of the Landscaping and Lighting Act of 1972. The motion passed, 3 AYES, 1 RECUSED (Collazo), 1 ABSENT (Nagy).

Vice Mayor Collazo returned to the City Council Chambers at this time.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION**I. CITY COUNCIL MATTERS**

Vice Mayor Collazo wished everyone a safe Fourth of July and encouraged everyone to support the nonprofits that sell fireworks. She stated that Decades would be performing on July 5 for Music at The Grove and to shop Newark.

Council Member Hannon thanked city staff who will be working on the Fourth of July

Council Member Bucci stated that the first Outdoor Movie Night would be this Saturday at the Silliman Activity Center softball fields. He commended Vice Mayor Collazo and Council Member Freitas for chairing the meeting in the Mayor's absence.

Council Member Hannon thanked Council Member Bucci for his Relay for Life volunteer work. Council Member Bucci stated that they raised \$185,000 this year and \$1 million over the last 10 years.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**K. ORAL COMMUNICATIONS**

Laurie Pasquale stated that Assembly Bill 967 would allow for liquid cremations beginning in 2020. She was concerned that this would impact water quality and cause health issues. She requested that people contact their elected representatives to repeal the Assembly Bill.

Wynn Greich spoke against Assembly Bill 967 (hand out on file with City Clerk). She stated that the city of Mill Valley has blocked the installation of 5G cell towers due to residents' health concerns. She suggested that the City Council block the cell towers.

L. APPROPRIATIONS**Approval of Audited Demands.****MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 117921 to 118070.

Council Member Bucci moved, Council Member Hannon seconded, to approve the Register of Audited Demands. The motion passed, 4 AYES, 1 ABSENT.

M. CLOSED SESSION

- M.1 Conference with Legal Counsel for initiation of litigation pursuant to paragraph (4) of subdivision (d) of California Government Code Section 54956.9: 3 cases, for the City Council to consider whether to authorize the Mayor and Interim City Attorney to sign onto amicus briefs in *R.G. & G.R. Harris Funeral Homes Inc. v. EEOC & Aimee Stephens*; *Altitude Express Inc. v. Zarda*; and *Bostock v. Clayton County* – from Interim City Attorney Kokotaylo.**

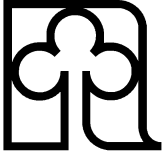
At 8:01 p.m. the City Council recessed to a closed session.

At 8:13 p.m. the City Council convened in closed session.

At 8:40 p.m. the City Council reconvened in open session with all Council Members present.

N. ADJOURNMENT

At 8:40 p.m., Vice Mayor Collazo adjourned the meeting.



CITY OF NEWARK CITY COUNCIL

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SPECIAL MEETING

Minutes

Thursday, June 27, 2019

City Administration Building
8:30 p.m.
Fifth Floor Conference Room

A. ROLL CALL

Vice Mayor Collazo called the meeting to order at 8:40 p.m. Present were Council Members Hannon, Freitas, and Bucci. Mayor Nagy was noted absent.

B. CLOSED SESSION

1. **Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representative: City Manager Benoun, Employee Groups: the Newark Police Management Association, the Newark Police Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group.**

At 9:35 p.m. the City Council reconvened into open session.

C. ADJOURNMENT

At 9:35 p.m., Vice Mayor Collazo adjourned the meeting.

C.1 Introduction of employees.

Background/Discussion – Community Engagement Manager Jada Chiu and Community Service Officer Terence Lau recently joined the Police Department. They will be introduced at the City Council meeting.

C.2 Commending Dispatcher of the Year Dawn Paige.

(COMMENDATION)

Background/Discussion – Dawn Paige has been named Dispatcher of the Year. A Commendation will be presented to her at the City Council meeting.

C.3 Commending the Saint Edward School Science Fair Team. (COMMENDATION)

Background/Discussion – The Saint Edward School Science Fair team received the Director’s Award for Most Innovative Alternative Energy Project at the California Science and Engineering Fair. Team Members Catalina Interiano and Johanna Perez, and their Science Teacher Yvette Cardenas have been invited to the City Council meeting to accept a commendation for their achievement.

F.1 Authorization for the Interim City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda - from Finance Manager Lee and Interim City Attorney Kokotaylo. (RESOLUTION)

Background/Discussion – The City currently has an agreement with Alameda County which authorizes the collection of various taxes, assessments, and fees on the secured property tax roll. Since the passage of Proposition 218 in 1996, the County has required that each agency or district sign an annual statement certifying that each assessment, fee, and/or special tax placed on the tax rolls meets the requirements of Proposition 218.

Staff has reviewed each of the City’s taxes, assessments, and fees to ensure compliance with the proposition. It is the opinion of the City Attorney that the City’s taxes, assessments, and fees are in compliance with Proposition 218 requirements and the City is able to sign the certification.

Attachment – Resolution, Agreement

Action - It is recommended that the City Council, by resolution, authorize the Interim City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE INTERIM CITY ATTORNEY
TO SIGN A CERTIFICATION AND MUTUAL
INDEMNIFICATION AGREEMENT WITH THE COUNTY OF
ALAMEDA

WHEREAS, the City of Newark has an agreement with the County of Alameda which authorizes the collection of various taxes, assessments, and fees on the secured property tax roll; and

WHEREAS, since 1996, the County of Alameda has required that each agency or district sign an annual statement certifying that each assessment, fee, and/or special tax placed on the tax rolls meets the requirements of Proposition 218; and

WHEREAS, staff has reviewed and confirmed that each of the City's taxes, assessments, and fees are in compliance with Proposition 218.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Interim City Attorney of the City of Newark be and is hereby authorized to sign a Certification and Mutual Indemnification Agreement for the County of Alameda, said agreement on file in the Office of the City Clerk.

Certification and Mutual Indemnification Agreement

The CITY OF NEWARK (hereafter referred to as public agency) hereby certifies that to the best of its knowledge, the taxes, assessments and fees placed on the 2019/20 Secured Property Tax bill by the public agency met the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.

Therefore, for those taxes, assessments and fees which are subject to Proposition 218 and which are challenged in any legal proceeding on the basis that the public agency has failed to comply with the requirements of Proposition 218; the public agency agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, its Auditor-Controller/Clerk-Recorder, its officers and employees.

The public agency will pay any final judgment imposed upon the County of Alameda as a result of any act or omission on the part of the public agency in failing to comply with the requirements of Proposition 218.

The County of Alameda hereby agrees to defend, indemnify and hold harmless the public agency, its employees, agents and elected officials from any and all actions, causes of actions, losses, liens, damages, costs and expenses resulting from the sole negligence of the County of Alameda in assessing, distributing or collecting taxes, assessments and fees on behalf of the public agency.

If a tax, assessment or fee is challenged under Proposition 218 and the net amount of the proceeds after deduction of the County's compensation for collection are shared by both the public agency and the County of Alameda; then the parties hereby agree that their proportional share of any liability or judgment shall be equal to their proportional share of the net amount of the proceeds from the tax, assessment or fee.

The above terms are accepted by the public agency and I further certify that I am authorized to sign this agreement and bind the public agency to its terms.

CITY OF NEWARK

COUNTY OF ALAMEDA

Dated: _____

Dated: _____

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Print Title)

President of the Board of Supervisors
County of Alameda, California

(Print Title)

Approved as to form:

Farand C. Kan,
Deputy County Counsel

F.2 Approval of Lease and Maintenance Agreements with KBA Docusys for citywide Multifunction Copier/Scanner/Printers – from Information Systems Manager Kezar. (RESOLUTION)

Background/Discussion – The existing lease for the citywide multifunction copiers/scanners/printers expires on July 24, 2019. In accordance with best practices and in order to secure competitive pricing, the City issued a Request For Proposals (“RFP”) for new machines on April 17, 2019. The City received three timely proposals.

The proposals were evaluated by a team of City staff with consideration for cost, overall image quality, print quality and speed, the comprehensiveness of services provided, the completeness of proposals, and other factors identified in the RFP. Proposals were received from the following vendors:

Vendor	Cost per month 36 month lease	Cost per black and white copy	Cost per color copy
KBA Docusys	\$2,379.00	0.0039	0.039
Swenson Group	\$3,335.63	0.00428	0.0428
Ray Morgan Group	\$2,662.35	0.004	0.0395

After evaluating the proposals, in accordance with the specified criteria in the RFP, City staff concluded that the vendor who best meets the needs of the City is KBA Docusys. KBA Docusys is the lowest cost per month and the lowest cost per black/white and color copies. KBA Docusys’ monthly cost will be \$274 less than the City’s existing contractor resulting in a cost savings of almost \$10,000 over the three year term. KBA Docusys is well-regarded as an industry leader in this field and regularly ranks among the top performers for print quality, speed, and excellent service.

The proposed agreement is for a three year term. The resolution would authorize the City Manager to execute the agreement with the option to extend the agreement annually for up to four years.

Attachments – Resolution, Agreements

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to execute Lease and Maintenance Agreements with KBA Docusys for Citywide Multifunction Copier/Scanner/Printers.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO
EXECUTE THE LEASE AND MAINTENANCE
AGREEMENTS WITH KBA DOCUSYS FOR CITYWIDE
MULTIFUNCTION PRINTER/COPIER/SCANNERS

WHEREAS, a Request for Proposals was duly issued requesting services for the lease and maintenance of multifunction printer/copier/scanners in compliance with best practices and all applicable policies and regulations; and

WHEREAS, three proposals were received and reviewed based on the proper submission of proposals, comprehensiveness of services provided, overall image quality, print quality and speed, cost, and other factors; and

WHEREAS, based on the evaluation of the proposals, the vendor best able to meet the needs of the City is KBA Docusys.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark be and is hereby authorized to execute the Lease and Maintenance Agreements with KBA Docusys for Citywide Multifunction Printer/Copier/Scanners at the amounts specified in the Lease and Maintenance Agreements, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that upon mutual written agreement between the parties, the City Manager is authorized to extend the agreement annually for up to an additional four years.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission, or e-signature of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your faxed, scanned or original signature, and which bears our original signature and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

9. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

PROPOSED EQUIPMENT FROM KBA DOCUSYS

DEPARTMENT	LOCATION	MODEL	Accessories	Tray configuration
Building Inspection	37101 Newark Blvd., 1st Floor	Oce PW 345 with option to upgrade to PW 550		
Central Services	37101 Newark Blvd., 1st Floor	Kyocera Taskalfa 5053	2,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Finance	37101 Newark Blvd., 1st Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Human Resources	37101 Newark Blvd., 4th Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Police-Traffic	37101 Newark Blvd., GF Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Community Development	37101 Newark Blvd., 1st Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Police-Detectives	37101 Newark Blvd., GF Floor	Kyocera Taskalfa 2553	1,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Teen Center	6800 Mowry Ave.	Kyocera Ecosys M2640		
Police-Administration	37101 Newark Blvd., 2nd Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Police-Dispatch	37101 Newark Blvd., GF Floor	Kyocera Ecosys M2640		
IS	37101 Newark Blvd., 3rd Floor	Kyocera Taskalfa 3253	1,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Building Inspection	37101 Newark Blvd., 1st Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Community Center	35501 Cedar Blvd.	Kyocera Taskalfa 3253	1,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Senior Center	7401 Enterprise Dr.	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Service Yard	37440 Filbert St.	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Property	37440 Filbert St.	Kyocera Taskalfa 307	1,3,4	Two 500 sheet paper trays, Large capacity paper tray (2000 sheets), and one manual feeder
GM Silliman Center	6800 Mowry Ave.	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
GM Silliman Center, Aquatic	6800 Mowry Ave.	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder
Police-Report Writing	37101 Newark Blvd., GF Floor	Kyocera Taskalfa 3253	1,3,4,5	Two 500 sheet paper trays, Large capacity paper trays (3000 sheets), and one manual feeder

Legend

- 1-Internal Finisher
- 2-External Finisher
- 3-Fax
- 4-Large Capacity Tray (2000 or 3000 sheets)
- 5-Hole Punch

EXHIBIT B

PAYMENT

EQUIPMENT

OPTION #1: Kyocera MFPs with fax kits that utilize traditional analog fax lines and Oce PW 345. Please see attached spreadsheet for which models are going to which locations and for paper and accessories configurations (page 11).

36 month lease: \$2,379 plus tax per month

OPTION #2: Kyocera MFPs with edocfax (no traditional analog fax lines required) and Oce PW 345. Please see attached spreadsheet for which models are going to which locations and for paper and accessories configurations (page 11).

36 month lease: \$2,476 plus tax per month

Note: The monthly payment for the edocfax solution is more than the traditional fax kit solution, but you must also factor in the monthly savings that you will experience when you cancel all of your existing analog fax lines. If your total monthly costs for 12 analog fax lines exceeds \$97 then it will be less expensive for you to switch to edocfax. You must confirm with your current analog fax line provider that your 12 fax numbers are portable. We will cover the cost to port 12 numbers. This edocfax plan includes 3,000 pages per month to send/receive faxes.

OPTION TO UPGRADE THE OCE PW 345 TO THE OCE PW 550:

Options #1 and #2 include the Oce PW 345. If you wish to have a faster Oce then you can upgrade to the Oce PW 550 for \$291 more per month.

MAINTENANCE AGREEMENT

The KBA maintenance agreement includes full service and supplies, excluding paper.

BW cost per copy rate: \$0.0039

Color cost per copy rate: \$0.039



FY2012v5

Maintenance Agreement

Effective Date:		Sales Rep. Name:	
Purchase Order Number:		Term:	
		Years(s)	Month(s)
Customer Name:		Inspection Date:	Installation Date:
Billing Address:		Equipment Address:	
Contact Name:		E-Mail Address:	
Phone Number:		Phone Number:	
Facsimile Number:		Facsimile Number:	

CONTRACT COVERAGE		KBA will supply to the Customer all parts, labor and cost of travel required in the operation of the Customer's Imaging system, printer or facsimile for the duration of the contractual period. In consideration thereof, the Customer promises to pay KBA copy-print charges at the indicated billing cycle, below.	
EVG=Evergreen		Renews when copies covered has been reached or when contract term ends, whichever comes first.	
REG=Regular		Renews when contract term ends. Overage in excess of the copies covered will be based according to the billing cycle.	

OPTIONAL CONTRACT TYPE	DESCRIPTION (excludes freight or shipping charges.)
Premium	Includes all service, parts, labor and supplies. Excludes paper and staples.
Standard	Includes all service, parts and labor. Excludes supplies, paper and staples.
ADDITIONAL PROVISIONS	

THREE Tier Color Contract		KYOCERA THREE TIER CONTRACT (excludes freight or shipping charges.)			
Tier One	3 cents	up to 6% CMY fill	Includes all service, parts, labor and supplies. Excludes paper and staples.		
Tier Two	6 cents	6.1 to 20% CMY fill			
Tier Three	9 cents	over 20% CMY fill			
BILLING CYCLE		BASE/OVERAGE TO BE BILLED:			
Base (in advance)	Y N	Monthly	Quarterly	Semi-annually	Annually
Overage (in arrears)	Y N	Monthly	Quarterly	Semi-annually	Annually

If KBA Docusys is unable to obtain meter readings from the Customer upon request, KBA reserves the right to estimate usage by any other method.

Model	ID#	Serial Number	Meter	Allowance	Base Charge	Overage Rate
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Monthly Service Billing					\$ -	\$ -

Enter individual allowance and base charge per equipment, if equipment is to be invoiced individually. If allowance and base are group just enter total allowance and base that needs to be billed.					
B/W Base \$45.00	For BW systems	Overages:			
Color Base \$45.00	For Color systems	Overages:			
Contract Start Date					

Customer Acceptance	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	

KBA Acceptance	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	

This contract constitutes the service agreement between the Customer and KBA Docusys, hereinafter called "KBA", with respect to KBA Docusys service. The provisions included shall represent the intent of the parties, notwithstanding any variance with the terms and conditions of any other submitted by the Customer in replace to KBA Docusys service.

CONSUMABLES: Toner, developer, drums, masters, fuser rollers, fuser oil, cleaning rollers, staples, toner waste containers, preventive maintenance kits, paper and imaging units are considered consumable supply items. If applicable, these supplies will be billed to the Customer at KBA's effective rate plus shipping charges.

PARTS: Parts that are broken or worn through normal use and are necessary for servicing and maintenance adjustments are covered under this contract.

EXCLUSIONS: This agreement shall not apply to services or repairs made necessary by an act of nature, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty to or repairs made necessary as a result of service by personnel other than KBA's employees, or use of non authorized supplies. In addition, any damage caused by the Customer will not be covered by this maintenance agreement and repairs will be billed at KBA's then effective date. This agreement can be terminated by KBA if, in KBA's option, the equipment is subject to excessive Customer abuse.

CONNECTING/NETWORKING: If your equipment is connected by KBA anytime during the contract, KBA will cover and support all print and scan functions and connecting accessories installed by KBA. Your network system, software, servers, cabling, and software/installation are not covered under this contract. Any additional service or installation concerning your network administration will be charged at prevailing rates. In addition KBA offers connective contracts (call for additional information) to address additional networking needs.

METERS: Customer is responsible for submitting timely monthly meter reads. Meters not received will be billed at the previous 3 month average. Three months of non-meter reporting may result in a service hold on the account.

RECONDITIONING: When, in the option of KBA, shop reconditioning or work beyond the scope of the agreement is required, KBA will submit a cost estimate for such work. The cost of the work will be in addition to the maintenance agreement charge. If such work is not authorized by the Customer, KBA has the right to either not renew or cancel this agreement. Any unused portion of the agreement will apply to the Customer's open account. KBA will, however, continue to service said machine on a time and material basis.

UPGRADING: This agreement is non-refundable. Should this equipment be upgraded with KBA prior to the expiration date, KBA will apply any unused portion of this agreement toward the purchase of the maintenance agreement for the new machine.

CONTRACT SUPPORT FEES:

A monthly fee of \$3.25 will be charged per system per month to cover shipping of supplies and parts. Support fees of 2.95% include unlimited networking & technical help desk, CA state fuel surcharges and approved environmental recycling programs.

TONER - EXCESS USAGE

This maintenance agreement includes toner based on the manufacturers specifications. Customers who use excess toner may be charged an additional usage fee.

RENEWAL: Unless terminated by either party with 30 day written notice, this contract will be renewed automatically annually on the anniversary date. Terminated contracts are subject to a three month termination fee. All contracts are subject to a minimum annual increase.

BUSINESS HOURS: All service calls on equipment covered by this agreement will be made by KBA during our normal business hours which are between 8:00 a.m. to 5:00 p.m. Any service requested by the Customer outside of our normal business hours will be performed if available at the rate not less than twice KBA's published hourly service rate.

EQUIPMENT MOVEMENTS: Should the equipment be moved beyond the service area of KBA, this contract is considered void. Copier movements within KBA servicing territory should be done by a reputable mover. Deinstallations, moves and connectivity are not covered under this agreement. Please contact KBA for a quote on moving your copier.

TAXES: This agreement does not include applicable taxes. All taxes levied or imposed, now and hereafter, by any governmental authority shall be paid by the Customer in accordance with the law.

ASSIGNMENT: This agreement may not be assigned by the Customer. KBA may refuse to honor the contract if the equipment is sold, traded or in any way transferred to a third party.

DELINQUENCY: Should your account become delinquent during the term of this agreement, KBA reserves the right to cancel this agreement and apply the remaining portion towards the balance on your account. All accounts which go beyond 30 days will be charged 1% per month until the account is brought current. Accounts beyond 60 days will be placed on service hold.

ENFORCEMENT: In the event of any action to enforce terms of this agreement or any collateral agreement hereto, the prevailing party in such is entitled to all costs hereof including reasonable attorneys fees. In such event, you and we expressly waive any rights to a trial by jury.

2012v5



Customer Initial _____

F.3 Authorizing the Mayor to execute a Contractual Equipment and Services Agreement with Ross Recreation Equipment Co., Inc. for the purchase of Recycled Plastic Content Picnic Tables, Benches and Trash Containers for Mel Nunes Sportsfield Park and NewBark Dog Park, and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Recreation and Community Services Director Zehnder and Senior Administrative Analyst Khuu-Seeman. (RESOLUTION)

Background/Discussion – Construction is well underway for the Mel Nunes Sportsfield Park Synthetic Turf Fields, Project 1192 and construction is about to commence for the NewBark Dog Park, Project 1208, at Newark Community Park. In evaluating the needs for various outdoor furniture items associated with both of these projects, staff determined that direct purchase of this equipment would provide the best overall value to the City. Additionally, in order to select products that are consistent with the City’s efforts to improve sustainability of its infrastructure and to best utilize all available funding resources, it was further determined that these outdoor furniture items should be manufactured from recycled content to the extent possible. To that end, the Recreation and Community Services Department released a Request for Proposals (RFP) in May 2019 for the purchase of various picnic tables, benches, and trash/recycling containers made of recycled plastic content. Bid proposals pursuant to the RFP were due by June 24, 2019 with the following results:

<u>Bid Proposer</u>	<u>Cost</u>
Ross Recreation Equipment Co., Inc.	\$66,475.04

Although only one bid was received, the proposed pricing is consistent with anticipated costs for this equipment and staff has determined that the proposer is capable of providing the desired services. Under the scope of services proposed, the identified equipment would be delivered to the Newark Service Center for future installation. Staff is recommending that the City enter into a Contractual Equipment and Services Agreement with Ross Recreation Equipment Co., Inc. for the proposed cost.

The proposed use of equipment made of recycled content enables the City to utilize available Measure D funding for the entire purchase. Measure D funds are the result of a surcharge on solid waste disposed of at landfills. Disbursements are based on population and are for the purpose of continuation and expansion of municipal recycling programs. The City of Newark receives approximately \$150,000 in Measure D funds annually. In addition to the ongoing annual disbursement, Newark had also accrued a significant fund balance, which exceeded the threshold for unspent funds. Due to the amount of unspent funds, the Alameda County Waste Management Authority (StopWaste) required an approved expenditure plan in order for Newark to continue to receive Measure D funds.

In December 2018, both the Newark City Council and the StopWaste Recycling Board approved the Measure D Expenditure Plan for fiscal years 2018-2020. The two-year expenditure plan brought the fund balance below the unspent threshold, leaving approximately \$230,000 of fund

balance. Included in the expenditure plan was an estimate of \$60,000 budgeted to Skate Park, Artificial Turf Fields, and Dog Park recycled content furniture for fiscal year 2018-2019. As noted, the bid for the purchase of recycled content furniture came in at \$66,475.04.

Additionally, after the Measure D expenditure plan was approved, staff discovered that recycled content dog agility equipment is also an eligible use of Measure D funds. A bid was also recently received for dog agility equipment in the amount of \$10,999.15. Under the City's Purchasing Rules and Regulations, this amount does not meet the threshold for required City Council approval. However, staff requests that the City Council appropriate an additional \$10,999.15 for fiscal year 2019-2020 from the Measure D fund balance to be used for purchase of recycled content dog agility equipment for NewBark Dog Park.

There are two adjustments needed to the Measure D expenditure plan: 1) The budget needs to be adjusted from \$60,000 to \$77,474.19 (\$66,475.04 + \$10,999.15); and 2) The expenditures will occur at the beginning of fiscal year 2019-2020 and not at the end of fiscal year 2018-2019. Therefore, staff recommends appropriating \$77,474.19 from Measure D funds for fiscal year 2019-2020.

Attachments – Resolution, Contractual Equipment and Services Agreement

Action – Staff recommends that the City Council, by resolution, authorize the Mayor to execute a Contractual Equipment and Services Agreement with Ross Recreation Equipment Co., Inc. for the purchase of Recycled Plastic Content Picnic Tables, Benches and Trash Containers for Mel Nunes Sportsfield Park and NewBark Dog Park, and amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT WITH ROSS RECREATION EQUIPMENT CO., INC. FOR THE PURCHASE OF RECYCLED PLASTIC CONTENT PICNIC TABLES, BENCHES, AND TRASH CONTAINERS FOR MEL NUNES SPORTSFIELD PARK AND NEWBARK DOG PARK AND AMENDING THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-2020

WHEREAS, the Recreation and Community Services Department prepared and released a Request for Proposals (RFP) for a qualified outdoor furnishing company to provide recycled plastic content picnic tables, benches and trash containers for Mel Nunes Sportsfield Park and NewBark Dog Park; and

WHEREAS, the City received one proposal from Ross Recreation Equipment Co, Inc. that was reviewed by staff and evaluated for experience, quality, amount and type of service proposed, thoroughness of proposed work, plan, and proposed fee in the amount of \$66,475.04; and

WHEREAS, the City Council previously approved a Measure D Expenditure Plan for fiscal years 2018-2020 that includes \$60,000 for the purchase of recycled content furniture for various high-priority park projects, including the Mel Nunes Sportsfield Park Artificial Turf Fields and NewBark Dog Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find that Ross Recreation Equipment Co., Inc. provided the lowest bid for the procurement and delivery of recycled plastic content picnic tables, benches, and trash containers for Mel Nunes Sportsfield Park and NewBark Dog Park, in the City of Newark in accordance with said RFP.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to execute a Contractual Equipment and Services Agreement with said company for the purchase of recycled plastic content picnic tables, benches, and trash containers for the Mel Nunes Sportsfield Park and NewBark Dog Park, in accordance with the terms of said RFP and said company's proposal.

BE IT FURTHER RESOLVED that the City Council does hereby approve an amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan as follows:

For Fiscal Year 2019-2020:

From Account: 033-0000-2991 Unappropriated Fund Balance \$77,474.19

To Account: 033-2011-5271 Professional and Special Services \$77,474.19

CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT
(Recreation and Community Services Contract)

THIS CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT, hereinafter "Agreement", made and entered into this ___ day, of _____, 2019, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "City" and ROSS RECREATION EQUIPMENT CO., INC., a California corporation, hereinafter called the "Contractor":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Request for Proposals (RFP) for Sportsfield Park and Dog Park Recycled Plastic Picnic Tables, Benches and Trash Containers, the Proposal to the City of Newark prepared by Contractor; the Accepted Proposal (Unit Price Schedule); this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.

2. The Contractor will furnish all materials except as otherwise provided in the Contract Documents and will perform all the work necessary to deliver the following equipment:

**SPORTSFIELD PARK AND NEWARK DOG PARK RECYCLED PLASTIC PICNIC
TALBES, BENCHES AND TRASH CONTAINERS**

as so itemized in the referenced Contract Documents.

All of the above work is on City property, and under the direction of the Director or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

3. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of purchased

items delivered at such time as are stated in the Contract Documents, and will otherwise fulfill its obligations thereunder.

4. All time limits stated in the Contract Documents are of the essence of this Agreement.
5. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.
6. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
7. If any action shall be brought by City for damages under the provisions of this Contract or for the enforcement of any of the conditions, covenants or agreements herein set forth on the part of Contractor to be kept and performed and City shall prevail in any such action, Contractor agrees to pay City on demand a reasonable attorney's fee and further agrees that said attorney's fee shall become a part of City's judgment in any such action.
8. Contractor shall at all times obtain and maintain the insurance required by Attachment A, attached hereto and incorporated herein.
9. Venue for any dispute arising out of this Agreement shall be the state or federal courts for Alameda County, California. This Agreement shall be governed by the laws of the State of California.
10. Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF NEWARK
a municipal corporation

ROSS RECREATION EQUIPMENT CO., INC.
a California corporation

By _____

Mayor

By _____

Print Name _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**F.4 Authorizing the City Manager to execute a Contractual Services Agreement with 3QC, Inc. to provide commissioning services for the New Civic Center, Project 1188 and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Chief Building Official/City Architect Collier.
(RESOLUTION)**

Background/Discussion – The New Civic Center, Project 1188, is subject to all applicable California Building Code (CBC) requirements, including minimum energy efficiency standards. As required by the CBC and the Leadership in Energy and Environmental Design (LEED) certification process, the City must engage a commissioning agent to review, inspect, and certify the proper installation and functioning of mechanical equipment and various materials used in the building structures for compliance with applicable energy efficiency standards. The City issued a Request for Proposals for commissioning services in May 2019 and received a total of three responses. The submitted responses were required to include a not to exceed cost for all required services. The three proposers and respective proposed not to exceed costs through the RFP were:

<u>Proposer</u>	<u>Not to Exceed Cost</u>
3QC, Inc.	\$62,075.00
Capital Engineering Consultants, Inc.	\$68,398.00
Orry Nottingham, P.E., CAP, Inc.	\$129,600.00

Two of the proposers, 3QC, Inc. and Capital Engineering Consultants, Inc., meet all the qualifications and have adequate personnel to perform the work. The third proposer, Orry Nottingham, P.E., CAP, Inc. appears to meet the minimum qualifications, but in City staff’s opinion, does not have all of the staffing resources necessary to provide adequate support. The proposer with the best price capable of performing the necessary services is 3QC, Inc. It is recommended that 3QC, Inc. be selected as the consultant to provide commissioning services for the New Civic Center project.

It is recommended that Capital Improvement Fund Reserves be utilized to fund the proposed agreement with a \$62,075 adjustment to the Project 1188 budget for fiscal year 2019-2020.

Attachments – Resolution, Contractual Services Agreement

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to execute a Contractual Services Agreement with 3QC, Inc. to provide commissioning services for the New Civic Center, Project 1188, and amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH 3QC, INC. TO PROVIDE COMMISSIONING SERVICES FOR THE NEW CIVIC CENTER, PROJECT 1188, AND AMENDING THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Newark (“City”) is in need of commissioning services during the construction phase of the New Civic Center, Project 1188 (“Project”), to review, inspect, and certify the proper installation and functioning of mechanical equipment and various materials used in the building structures for compliance with applicable California Building Code energy efficiency standards and the Leadership in Energy and Environmental Design (LEED) certification process; and

WHEREAS, the City issued a Request for Proposals (RFP) in accordance with the City’s Purchasing Rules and Regulations for the desired commissioning services and received a total of three responses; and

WHEREAS, 3QC, Inc.’s response to the RFP was determined to be acceptable and based on proposed costs would provide the best value to the City for the desired commissioning services among the three proposers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark, that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute a Contractual Services Agreement with 3QC, Inc. to provide commissioning services for the New Civic Center, Project 1188.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby amend the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2019-2020 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$62,075
To:	401-5600-5280-1188	New Civic Center	\$62,075

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and 3QC, INC., collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Commissioning Services for the proposed Civic Center located at 37101 Newark Blvd., Newark, California.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement.

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the Consultant's Proposal, dated June 5, 2019, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth herein; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in a lump sum amount. The payments specified herein shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Sixty-Two Thousand Seventy-Five and 00/100 Dollars (\$62,075.00) unless the performance of services pursuant to City Council Resolution No. _____, and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified herein; or, if no manner is specified, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Ray Collier, Chief Building Official/City Architect
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified herein, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes

damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily

injury and property damage.

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was

caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by **RAY COLLIER** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

3QC, INC.
JIM OGDEN
Principal in Charge

CITY OF NEWARK
RAY COLLIER
Administrator

3QC, Inc.
950 Glenn Drive, Suite 200
Folsom, CA 95630

City of Newark
Attn: Ray Collier
37101 Newark
Boulevard
Newark, CA 94560

19. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. ASSIGNABILITY. Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

By _____
Consultant (Signature & Title)

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The assigned Consultant will act as an advisor, providing services to the City and City's Construction Manager, Vanir Construction Management. Vanir will be the project contact for the Consultant throughout the project. Also required in this RFP is close and detailed coordination of the Work with the City, Construction Manager, Design Builder Entity (DBE), Architect, and other Consultants. Cooperation, coordination and collaboration will be important for the Work of this RFP.

The City intends to contract for the services of a qualified firm to provide Commissioning (Cx) services during the design and construction of the Civic Center Project. For further information regarding project details refer to Bridging Documents (*Attachment D in the RFP*).

The City is committed to commissioning the Newark Civic Center Project to ensure the DBE fulfills the functional and performance requirements of the Contract, achieves LEED Silver certification, and achieves the Fundamental Commissioning points for LEED v4.0. The commissioning process will establish and document the City's design intent and operational needs and then verify that all building systems are complete, functioning properly, and performing interactively according to these criteria. Furthermore, the City's operational needs upon occupancy including system documentation and training on system operation will be provided by the Commissioning Agent (CxA) to facility staff to ensure the facility is properly maintained and functioning as intended.

The Commissioning Process will continue through all phases of the project. The CxA will ensure all Commissioning Documentation is comprehensive, accurate, and complete. The CxA will not be responsible for design, general construction, scheduling, cost estimating, or construction management, but may assist with problem-solving or addressing non-conformance issues or deficiencies.

The Commissioning scope of services includes but is not limited to the following list. The commissioning specification 01 35 10 LEED for Building Design and Construction Requirements issued in the Design Builder RFP (*Attachment C in the RFP*) provides greater detail regarding the scope of services of the CxA and the commissioning process presented to the Design Builder.

1. Organize and lead the commissioning team.
2. Facilitate commissioning team meetings for coordination, communication, and conflict resolution; discuss progress of the commissioning processes.
3. Prior to the start of construction phase, conduct an initial Cx Construction Coordination Meeting to review the commissioning activities and establishing tentative schedules for operation and maintenance submittals, operation and maintenance training sessions, TAB Work, and Project completion.
4. Provide the Commissioning Process Scope Activities required for the LEED Fundamental Commissioning and Verification Prerequisite.

- a. Review the OPR, BOD, and project design. Review 50% Design Development Documents and provide comments to the team including the City and its Construction Manager. Review 90% Construction Documents to verify that Design Development Documents comments have been addressed.
 - b. Develop and implement a Cx plan. Collaborate with the DBE and Subcontractors to develop test and inspection procedures. Include design changes and scheduled commissioning activities coordinated with overall Project schedule. Identify commissioning team member responsibilities by name, firm, and trade specialty, for performance of each commissioning task.
 - c. Confirm incorporation of Cx requirements into the construction documents. Review and comment on project documents from the DBE and each subcontractor for compliance with the Commissioning Plan.
 - d. Develop project specific construction checklists.
 - e. Develop a project specific system test procedure.
 - f. Verify system test execution. Schedule, direct, witness, and document tests and systems startup.
 - g. Maintain an issues and benefits log throughout the Cx process.
 - h. Prepare a final Cx process report. At a minimum report shall include all test data and certificates including date of acceptance and startup for each item of equipment for start of warranty periods.
 - i. Document all findings and recommendations and report directly to the City throughout the process.
5. Prepare and maintain a Current Facilities Requirements and Operations and Maintenance Plan required for the LEED Fundamental Commissioning and Verification Prerequisite. Compile required information as provided by the DBE into a plan to be used by the Facility to operate the buildings and site efficiently. It is expected the CxA will gather many of these items from the DBE and City. However, certain items such as the system narrative, maintenance plan, commissioning program will be developed by the CxA.
 - a. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the Contract Documents.
6. Verify completion of LEED On-Line submittals of all required documentation for LEED Certification to the Green Building Council (USGBC) as part of the Final Commissioning Report.

EXHIBIT B
CONSULTANT'S BILLING RATES

(See Attached excerpt from Consultant's Proposal date June 5, 2019)



FEE PROPOSAL

Fee Breakdown

For more than 15 years, 3QC has been providing commissioning services to our clients at very competitive prices without sacrificing quality. We prefer to provide our clients with a firm fixed (not-to-exceed) fee structure. A firm fixed fee provides clients with the benefit of being able to lock in a price over the course of the project without the risk of unforeseen changes to the project budget. Prior to submitting a fee proposal to a client, 3QC's Principal in Charge develops a project management schedule or work plan based on the project schedule, specific project and owner requirements, and project deliverables. We attempt to negotiate a "best value" contract that provides the client our technical resources where and when needed while reducing unnecessary or low value tasks.

FEE BREAKDOWN	FEE
BASE FEE: LEED Fundamental/Title 24 Commissioning	\$62,075
OPTION 1: LEED Enhanced Commissioning	\$26,650

Assumptions

1. An electronic copy of all project construction documents will be provided to 3QC.
2. Design team will respond to commissioning review comments with final resolution acceptance by the client.
3. Construction to commence in December 2019 with completion in January 2021.
4. Construction and commissioning will be completed in 1 phase.
5. A total of 8 days on-site/on-site meetings and 6 teleconferences are included.
6. Additional on-site meetings or inspection trips will be charged at \$2000 (for local travel).
7. This is a Lump Sum proposal. Hourly rates are provided for change work only.
8. This is an all-inclusive fee. There are no reimbursable costs required.

Exclusions

- Building Envelope Commissioning*
- Monitoring Based Commissioning*

* These services are available with our in-house staff.



Hourly Rates

As stated in the Assumptions above, hourly rates are provided only for the case that additional services are need. 3QC's hourly rates and fees include all overhead expenses – travel, administrative support, etc.

<i>Position</i>	<i>Rate</i>
Principal	225.00
Commissioning Authority	215.50
Commissioning Agent	213.00
Commissioning Provider	205.00
Sr. Project Manager	199.00
Project Manager	189.50
Staff Engineer	183.50
Commissioning Tech II	151.50
Commissioning Tech I	138.50
Low Voltage Cx Provider	195.00
Fire Protection Cx Provider	219.00
LEED Consultant	195.00
Sr. Administrator	92.00
Administrator	75.00

These hourly rates will remain the same for 2019, 2020, and 2021.

F.5 Authorizing the City Manager to execute a Contractual Services Agreement with Geocon Consultants, Inc. to provide additional geotechnical services for the New Civic Center, Project 1188 and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Chief Building Official/City Architect Collier. (RESOLUTION)

Background/Discussion – The City previously entered into a Contractual Services Agreement with Geocon Consultants, Inc. to provide a geotechnical investigation and report for the Civic Center site in advance of the preliminary design phase of the New Civic Center, Project 1188. It is now necessary to expand the scope of geotechnical services to include peer review of the design development and construction document packages provided by the Design Build Entity, and ongoing inspection, testing, document review, and other support services for the construction phase of the project.

A Request for Proposals (RFP) was issued in May 2019 for these additional geotechnical services and Geocon Consultants, Inc. responded with an acceptable proposal and pricing for services that is consistent with other local geotechnical engineering firms. Geocon Consultants, Inc. would provide ongoing geotechnical services as noted above for the New Civic Center project as directed by the Project Manager and in coordination with the City’s construction management firm. Geocon Consultants, Inc. would perform their work on a time and materials basis with a not to exceed total cost of \$105,790.

It is recommended that Capital Improvement Fund Reserves be utilized to fund the proposed agreement with a \$105,790 adjustment to the Project 1188 budget for fiscal year 2019-2020.

Attachments – Resolution, Contractual Services Agreement

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to execute a Contractual Services Agreement with Geocon Consultants, Inc. to provide additional geotechnical services for the New Civic Center, Project 1188, and amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH GEOCON CONSULTANTS, INC. TO PROVIDE ADDITIONAL GEOTECHNICAL SERVICES FOR THE NEW CIVIC CENTER, PROJECT 1188, AND AMENDING THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Newark (“City”) is in need of additional geotechnical engineering services for the final design phase and the construction phase of the New Civic Center, Project 1188 (“Project”), including, but not limited to peer review of the design development and construction document packages provided by the Design Build Entity, and ongoing inspection, testing, document review, and other support services for the construction phase of the project (“Additional Services”); and

WHEREAS, the City previously entered into Contractual Services Agreement with Geocon Consultants, Inc. (“Geocon”) to provide a geotechnical investigation and report as part of the preliminary design phase of the Project; and

WHEREAS, the City issued a Request for Proposals (RFP) in accordance with the City’s Purchasing Rules and Regulations for the desired Additional Services and received one response from Geocon; and

WHEREAS, Geocon’s response to the RFP was determined to be acceptable with pricing for geotechnical services that are consistent with other local geotechnical firms; and

WHEREAS, continued utilization of Geocon for the Additional Services would provide the City with increased value due to their familiarity with the Project and existing site conditions, and in terms of continuity for geotechnical engineering services through all Project phases.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newark that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute a Contractual Services Agreement with Geocon Consultants, Inc. to provide additional geotechnical services for the New Civic Center, Project 1188.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby amend the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2019-2020 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$105,790
To:	401-5600-5280-1188	New Civic Center	\$105,790

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and GEOCON CONSULTANTS, INC., collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Geotechnical testing and observation services for the proposed Civic Center located at 37101 Newark Blvd., Newark, California.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement.

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the Consultant's Proposal, dated May 22, 2019, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth herein; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder as directed by the City’s Project Manger. The payments specified herein shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Five Thousand Seven Hundred Ninety and 00/100 Dollars (\$105,790.00) unless the performance of services pursuant to City Council Resolution No. _____, and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified herein; or, if no manner is specified, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Ray Collier, Chief Building Official/City Architect
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified herein, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes

damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was

caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon receipt of a complete and acceptable geotechnical report and approval by the City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by **RAY COLLIER** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

GEOCON CONSULTANTS, INC.
SHANE RODACKER
Vice President

Geocon Consultants, Inc.
6671 Brisa Street
Livermore, CA 94550

CITY OF NEWARK
RAY COLLIER
Administrator

City of Newark
Attn: Ray Collier
37101 Newark
Boulevard
Newark, CA 94560

19. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. ASSIGNABILITY. Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

By _____
Consultant (Signature & Title)

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant will act as an advisor, providing services to the City of Newark and its Construction Manager, Vanir Construction Management. Vanir will be the contact for the Consultant throughout the project.

The Consultant's Design Peer Review and Construction Oversight services shall include, but not be limited to the following tasks:

1. Design Peer Reviews – Review Design Build Entity (DBE) design documents including plans, specifications and basis of design for compliance with geotechnical recommendations, good engineering practices, and City of Newark requirements. Participate in design review meetings (at least 2 meetings) and maintain a central review comment log.
 - a. Schematic Design (SD) – No formal Geotechnical Engineering review.
 - b. Design Development (DD) – Peer review DD package within 5 days and provide comments to the City of Newark and the DBE Team via the Construction Manager. The A/E Team will provide the Geotechnical Engineer with written responses and include updates in the 50% CD package.
 - c. 50% Construction Documents (CD) – Within 5 days verify comments made in the DD package submittal have been corrected and provide further comments to the CD package
 - d. 90% CD Package Backcheck – Within 5 days verify that comments made during the previous reviews have been corrected.

2. Construction Oversight Services - Construction oversight services shall include, but are not limited to:
 - a. Review DBE submittals including soil and aggregate materials for compliance with design intent and project specifications.
 - b. Participate in the DBE pre-construction meetings relating to underground utility trenching, foundation excavation and preparation of building pads (2 meetings minimum).
 - c. Review of DBE shoring plans.
 - d. Observation and Inspection of all utility trench subgrade bottoms and foundation bottoms.
 - e. Observation and inspection of ground improvement systems.
 - f. Observation of soil and/or aggregate placement including performance of density tests and quality assurance in accordance to project requirements and City of Newark requirements.
 - g. Provide field verification, evaluation, and recommendation with regard to potential change orders.
 - h. Completion of all required Building Department and Public Works Department inspections reports. Upon completion of the project, the Consultant will submit to the Construction Manager all logs, forms and information collected during the project and the Final Inspection Report, certifying the work area is released for normal activity.

- i. These documents must be received by the City before final payment is made to the Consultant for the project and all outstanding issues of inspection, testing and accounting are closed.
 - ii. The final inspection report, affidavit, is due ten (10) working days following the written request from the City representative. Multiple paper copies may be requested.
- i. Establish a 24-hour contact during construction.
- j. When on site, sign-in daily on log provided by the Construction Manager. Field reports to be submitted to Construction Manager within 24 hours of inspection in electronic or paper form.
- k. The Consultant is required to monitor the quantity of testing units for the project and notify the Construction Manager if it appears that any quantity may be exceeded regardless of reason.
- l. The Consultant shall work under the direction of the Construction Manager and will notify the Construction Manager immediately of any discrepancy between construction and contract documents, deficiency of workmanship or unacceptable test results. The Consultant and Construction Manager and/or City representatives shall meet periodically to plan and schedule geotechnical testing and inspection services.
- m. Provide all labor, equipment, transportation, and staff to complete the oversight for the duration of the construction phase of the project. The Consultant shall be responsible for the quality of services provided and maintain the necessary equipment required to satisfy the testing requirements. Personnel who are not qualified or are not efficiently performing assignments shall be replaced as deemed necessary by the Construction Manager. The Consultant shall furnish all labor, supervision, technicians, tools, equipment, transportation, supplies, reports, documentation, and perform all sampling, tests, and ensure the contractor complies with all applicable regulations and procedures.
- n. Invoicing will be submitted monthly with daily inspector's time sheets for back-up. Consultant fees shall be all inclusive; reimbursable expenses including, but not limited to, communications, postal, photos, and per diem, as related to the services provided. Documentation of the reimbursable expenses shall be provided when invoicing for such expenses. Field technicians will be allowed to charge no more than two (2) hour minimum. All field rates to be prevailing wage.
- o. All overtime will require written approval by the City Project Manager and/or Construction Manager prior to work performed. Unapproved overtime will be the responsibility of the Consultant. Notification must be given at least forty-eight (48) hours prior to overtime requirements.
- p. Change Orders to Consultant contract must be reviewed and approved by the City after a written request and justification is submitted by the Consultant. Approval can be issued only from the City designated representative. No Change Order work shall begin prior to approval.



2019 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician.....	\$75/hr.
Engineering Field Technician/Special Inspector I	115(PW)*/hr.
Engineering Field Technician/Special Inspector II	115(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	140(PW)*/hr.
Word Processor/Technical Editor/Draftsman	80/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	90/hr.
Project Coordinator/GIS Specialist/Field Supervisor.....	100/hr.
Staff Engineer/Geologist/Scientist.....	115/hr.
Senior Staff Engineer/Geologist/Scientist	125/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor.....	135/hr.
Senior Project Engineer/Geologist/Scientist.....	150/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	165/hr.
Associate Engineer/Geologist/Scientist	195/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	235/hr.
Deposition or Court Appearance	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out).....	2 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem).....	\$175/day
Vehicle Mileage	\$0.58/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	65/ea.
Direct-Push Rig/Operator	170/210(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698).....	\$225/ea.
6-inch mold (D1557/D698).....	225/ea.
California Impact (CAL216).....	225/ea.
Check Point	100/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301).....	\$300/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977)	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$75/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	115/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318)	200/ea.
Hydrometer Analysis (D422)	165/ea.	Sand Equivalent (D2419/CAL217)	100/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.	pH and Resistivity (CAL643)	120/ea.
Specific Gravity, Soil (D854)	85/ea.	Sulfate Content (CAL417)	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422)	50/ea.
Specific Gravity Fine Aggregate (C128)	75/ea.	Organic Content (D2974).....	60/ea.
		Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$100/ea.
Direct Shear (D3080) (3pt)	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	175/ea.
Consolidated-Undrained Triaxial Shear (D4767)	300/pt.
Consolidated-Undrained Triaxial Staged (D4767)	375/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$300/ea.
Permeability, Rigid Wall (D5856).....	290/ea.
Consolidation (D2435)	50/pt.
Expansion Index (D4829/UBC 29-2).....	225/ea.
Swell/Collapse (D4546)	150/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$115/ea.
L.A. Rattler Test (500 rev.) (C131).....	200/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$30/ea.
Compressive Strength, Cores (C42)	60/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496).....	80/ea.
Mix Design Review	350/ea.
Trial Batch	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger)	200/250/ea.
CMU Compressive Strength (C140)	75/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308)	\$100/pt.
Stabilometer Value (D1560/CAL366).....	200/pt.
Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea.
Ignition/Sieve Analysis (C136/CAL202)	215/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	250/ea.
Rice Density/% Voids (CAL 367).....	275/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is *limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the *greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

F.6 Authorization for the Mayor to execute an agreement with the County of Alameda for participation in the Alameda County Urban County for the Community Development Block Grant (CDBG) Program for fiscal year 2019-2020 – from Senior Planner Mangalam. (RESOLUTION)

Background/Discussion – Newark receives Community Development Block Grant (CDBG) funds as part of the Alameda County Urban County. These are federal funds provided through United States Department of Housing and Urban Development (HUD) to jurisdictions with populations of 50,000 or more. In order to qualify for funds, Newark and the cities of Albany, Dublin, Emeryville and Piedmont, along with the unincorporated portion of Alameda County have banded together with the unincorporated portions of the county to form an entity (the Urban County) that is large enough to qualify for funds. The Urban County receives certain amount of money each year that is determined by Congress’s allocation to the CDBG program and a federal formula for dividing the overall funding between qualifying communities. The total funds received by the Urban County are then allocated between member jurisdictions using a formula that considers overall population, poverty levels and other factors. The City will receive \$276,945.46 for FY 2019-2020.

CDBG funds are distributed among the following categories of uses:

<i>Fund Category</i>	<i>Amount</i>
Jurisdiction Improvement Funds	\$221,490.46
Housing Rehabilitation	\$ 47,655.00
General Administration	\$ 7,800.00

Jurisdiction Improvement Funds - HUD requires that the funds be used for projects that benefit primarily low and moderate-income households, senior citizens, or disabled citizens. The City must provide proof of this both when applying for and after completing a project. Newark has a policy that CDBG funds should be used for capital improvement projects rather than service projects. Capital improvement projects provide infrastructure with long-term benefits to residents and Newark receives a relatively small amount of CDBG funds, therefore spending these funds on capital projects helps to maximize their benefit.

In FY18-19, the funds were used to address ADA compliance needs at City-owned parks, Bridgepointe Park and Sports Field Park. Improvements included ADA parking accessibility, pathway, sidewalk repairs, curb ramp installations and upgrades, and other exterior surface improvements. Since the scope of project is large, the City would use the funds for FY19-20 in the same manner.

Housing Rehabilitation – This program funds minor home repairs such as replacing water heaters. Financing for these improvements is provided to lower-income homeowners in a combination of loans and grants, depending on the clients’ ability to make repayments. As loans are repaid, these funds are used to fund additional projects in Newark.

In the FY18-19, 22 minor home repairs were completed using these funds. For FY19-20, two homes are already scheduled and one home is on the waiting list for the use of these funds.

General Administration – The funds are used for necessary administrative expenses. The City expects to use all of its administration fund allocation in FY19-20.

The County oversees Newark’s use of the funds in order to ensure that all appropriate federal government requirements are met. This arrangement is established and governed each year by a pair of agreements, one between the County of Alameda and HUD, and one between the City and the County of Alameda (attached). By approving this resolution, the City Council would authorize the Mayor to execute the agreement between the City of Newark and the County of Alameda, thereby continuing the City’s participation in the CDBG program.

Attachments – Resolution, agreement

Action - It is recommended that the City Council, by resolution, authorize the Mayor to execute an agreement with the County of Alameda for participation in the Alameda County Urban County for the Community Development Block Grant (CDBG) Program for fiscal year 2019-2020.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE COUNTY OF ALAMEDA FOR
PARTICIPATION IN THE ALAMEDA COUNTY URBAN
COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Newark is eligible for an entitlement of Community Development Block Grant funds (CDBG) based on its participation in the Alameda County Urban County; and

WHEREAS, the County has allocated CDBG funds to the City based on the City's participation in the Urban County; and

WHEREAS, the activities of the City under the Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; and

WHEREAS, the County retain that portion of the City's allocation providing for Minor Home Repair Program, which will be administered by Alameda County Healthy Homes Department; and

WHEREAS, the City's proposed projects are CDBG-eligible in accordance with HUD regulations and the conditions of the CDBG Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark is hereby authorized to execute an agreement with County of Alameda for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for Fiscal Year 2019-2020, said agreement on file in the Office of the City Clerk.

AGREEMENT BY AND BETWEEN
THE CITY OF NEWARK
AND
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 23rd day of July, 2019, by and between the County of Alameda (hereinafter referred to as "County"), and the City of Newark, located in the County of Alameda, State of California, (hereafter referred to as "City").

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974, said funds to be used for Community Development block Grant Programs and its eligible activities; and

WHEREAS, the City is eligible for an entitlement of CDBG funds based on its participation in the Alameda County Urban County; and

WHEREAS, the County has allocated CDBG funds to the City based on the City's participation in the Urban County; and

WHEREAS, the activities of the City under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; and

WHEREAS, the parties desire that the County retain that portion of the City's allocation providing for Minor Home Repair Program, which will be administered by Alameda County Healthy Homes Department.

WHEREAS, the Parties have reviewed City's proposed projects and have determined that the projects are CDBG-eligible projects in accordance with HUD regulations and the conditions of the CDBG Grant Agreement;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, COUNTY AND CITY DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK AND COMPENSATION

A. City shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and incorporated herein by reference.

B. The maximum amount of fiscal year 2019 CDBG funds allocated to City pursuant to this Agreement to perform the work described in Exhibit A is two hundred seventy-six thousand, nine hundred forty-five dollars and forty-six cents (\$276,945.46). Of this amount the County will retain \$47,655 to reimburse the County for its services in providing the minor home repair services set for in Exhibit A. In the event that HUD reduces the Urban County CDBG allocation, the City's allocation will be reduced proportionately.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. This Agreement shall start on July 1, 2019 and be in effect until June 30, 2021 or until all fiscal year 2019 Urban County CDBG funds allocated to City are disbursed to and expended by City, or for the duration of any regulatory agreement or contract executed in conjunction with a project financed with fiscal year 2019 CDBG funds, or when all of the contract terms have been completed, whichever shall first occur.
- B. It shall be the responsibility of the City to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the work to be performed under this Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the City and that such delay was due to causes beyond the control of the City, and if such extension will not cause the County to be out of compliance with CDBG rules and regulations for timely commitment and expenditure of funds.
- C. Any time extension granted to the City to enable the City to complete the work shall not constitute a waiver of rights the County may have under this Agreement.
- D. Should the City not complete the work by the scheduled date or by an extended date, granted by the County in writing, pursuant to previously stated conditions, the County shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, City shall submit to the County a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.
- F. As a part of this Agreement, City will provide the County with the Certificate(s) of Insurance as outlined in Exhibit B.

III. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.
- B. In the event subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, contractor is required to comply with the procurement procedures of the Office of Management and Budget (OMB) at Title 2 of the Code of Federal Regulations, Part 200 (2 CFR Part 200) (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.
- C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement. Contractor shall inform County in writing of any subcontracts entered into with these funds, the amount, the scope of work, any other information the County may from time to time require.

IV. BUDGET

- A. Any requested modification to the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the Alameda County Housing Director on behalf of the County. Any budget modifications require the prior written approval of Alameda County Housing Director on behalf of the County. Budget modifications shall not alter: 1) The basic scope of services (Exhibit A) required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and, 3) the total amount of the authorized budget of this Agreement (Exhibit A), subject to future amendments as approved by the Alameda County Housing Director. Any of the cost categories shown in the Agreement Budget, except administration, may be exceeded by ten percent of the indicated figure, provided that the total approved amount of allowable costs is not exceeded and stays under the 15% Urban County Public Services cap.
- B. City's expenditure of FY19 funds will be monitored on a project by project basis, rather than by the Urban County as a whole. City projects that do not spend down funds in any single quarter must provide a written explanation to County as to why the project is stalled/delayed and when it is expected that the project will start to expend funds.

V. RECORDS AND REPORTS

- A. All original documents prepared by City in connection with the work to be performed under this Agreement shall be the property of the County.
- B. City's records shall be made available for review by the County prior to the release of funds. City shall be responsible for maintaining all records pertaining to this Agreement, including subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.
- C. Records must be kept accurate and up-to-date. Failure of City to comply with this provision could result in termination of this Agreement or City's repayment of funds previously awarded under this Agreement.

VI. PROGRAM MONITORING AND EVALUATION

- A. City shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD, and the effective and efficient achievement of the Program Objectives.
- B. City shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make quarterly written reports to County.
 - 1. The quarterly written reports shall be submitted in the format approved and distributed by the County.
 - 2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.

- C. The County shall have ultimate responsibility for project monitoring oversight and evaluation, to assist City in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.
- D. The City shall follow audit requirements of the Single Audit Act and 2 CFR Part 200.
- E. **AUDIT REPORT**

In addition to the reporting requirements listed in Section VI (Program Reporting and Evaluation), the City shall commission an independent auditing firm to prepare and file with the City an annual audit report for each year during the term of this Agreement. The City's failure to submit the audit report may result in the termination of the Agreement.

The audit report is to be submitted to the County by March 30th of each year during the term of this Agreement. The audit report should state that an audit was made in accordance with the provisions of 2 CFR Part 200. The City will use the audit report to determine whether:

1. The financial statements of the City present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.
2. The City has (i) an internal control structure to provide reasonable assurance that the City is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and regulations that could have material impact in the City's financial statements.
3. The City has complied with laws and regulations for the CDBG Program that may have a direct and material effect on the City's financial statements.

The City shall also submit any internal control monitoring (or audit) conducted during the term of this Agreement to the County. The City shall require Providers with which the City contracts in connection with this Agreement to meet the same audit requirements set forth in this Section VI (E).

VII. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200.
- B. Program income received by City shall be returned to County for future application to City projects.
- C. Program income from Urban County program activities undertaken by or within City which thereafter terminates its participation in the Urban County shall continue to be program income of the County. County may transfer the program income to City, upon

its termination of Urban County participation, provided that City has become an entitlement grantee and agrees to use the program income in its own CDBG entitlement program.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. City shall comply with Uniform Administrative Requirements as described in Federal Regulations, Section 570.502 as applicable to governmental entities.
- B. City shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency (LEP) including developing a Language Access Plan.

IX. RELIGIOUS ACTIVITY PROHIBITION

City may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded by this Agreement.

X. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, City shall transfer to County any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Real property in excess of \$25,000, obtained in whole or in part with CDBG funds must be used to meet one of the national objectives for a minimum of ten years after the expiration of this Agreement or disposed of in a manner that results in County being reimbursed at fair market value less value attributable to non-CDBG expenditures.

XI. OTHER PROGRAM REQUIREMENTS

- A. City certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.612) and related to a) Non-discrimination, b) Fair Housing, c) Labor Standards, d) Environmental Standards, e) National Flood Insurance Program, f) Relocation and Acquisition, g) Employment and Contracting Opportunities, h) Lead-based paint, i) Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients, j) Uniform Administrative Requirements and Cost Principals, k) Conflict of Interest, and l) Displacement.
- B. Activities and programs under this Agreement shall be governed by the policies and procedures of the Alameda County Urban County or as directed by the County as grantee in order to ensure that compliance with all applicable laws and regulations.

XII. TERMINATION OF THIS AGREEMENT

County may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of City to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with City, State and Federal laws and regulations and applicable directives;
- B. Failure to meet the performance standards contained in other sections of this

Agreement;

- C. Improper use or reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.
- E Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the City and County as follows:

City

City Manager
City of Newark
37101 Newark Boulevard
Newark, CA 94560

County

Housing Director
Alameda County HCD
224 W. Winton Avenue, Room 108
Hayward, CA 94544

XIII. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, City shall hold harmless, defend and indemnify the County, its Board of Supervisors, officers, employees and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of City or County) or damage of any property (including property of City or County) which arises out of or is in any way connected with performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

* * * * *

CITY OF NEWARK

COUNTY OF ALAMEDA

Approved as to form:

Approved as to form: Donna R. Ziegler
County Counsel

By: _____
City Attorney

By: _____
Heather M. Littlejohn
Deputy County Counsel

Date: _____

Date: _____

By: _____
Mayor

By: _____
President, Board of Supervisors

Attest: _____
City Clerk

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

AGREEMENT BY AND BETWEEN
THE CITY OF NEWARK
AND
THE COUNTY OF ALAMEDA

EXHIBIT A

03 – Public Facility and Improvements	
Improve ADA parking accessibility, pathways and sidewalk repairs, curb ramp installations and upgrades and other exterior surface improvements.	\$138,102
Owner Rehabilitation Program Income for ADA project.	\$83,388.46
14A Rehabilitation – Single Unit Residential	
Minor Home Repair Program that promotes the maintenance of homes for the benefit of low-income Alameda County residents. County will retain funds allocated by City for services to be performed by the Alameda County Healthy Homes Department, including \$12,676.23 for project delivery costs.	\$47,655
21A Administration	
Provide overall CDBG program administration (\$1,059.43 to Analysis of Impediments to Fair Housing Consultant Costs)	\$7,800
TOTAL - CITY OF NEWARK	\$276,945.46
<i>Anticipated Program Income*</i>	<i>\$83,388.46</i>

** Based on an estimate of prior years' program income received; only actual program income received will be available to the City for its Revolving Loan Fund (Housing Rehabilitation Programs).*

EXHIBIT A1

ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
CITY OF NEWARK

CFDA number:

■□ CDBG 14.218

CFDA Title: Community Development Block Grants/Entitlement Funds

Name of Federal Agency: Housing and Community Development Department (HUD)

Subrecipient Data Universal Numbering System (DUNS) Number: 021116418

Federal Award Date of award to HCD by HUD:

Federal Award Identification Number: B-19-UC-06-0001

EXHIBIT B

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as the ISO Form named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent as set forth in the Notice provision. 	

F.7 Approval and adoption of: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Association; 3) the Memorandum of Understanding with the Newark Police Management Association; 4) the Compensation and Benefit Plan for the Confidential Employee Group; and 5) the Compensation and Benefit Plan for the City Officials, Management, Supervisory, and Professional Employee Group – from City Manager Benoun, Acting Human Resources Director Que-Garcia and Interim City Attorney Kokotaylo. (RESOLUTIONS-5)

Background/Discussion – The current memorandums of understanding with the Newark Association of Miscellaneous Employees (“NAME”) and the Newark Police Association (“NPA”) expired on June 30, 2019. Additionally, the City formally recognized the Newark Police Management Association (“NPMA”) as the only employee organization entitled to meet and confer in good faith on matters within scope of representation for employees within the NPMA on June 20, 2019. City representatives met and conferred in good faith with the representatives of NAME, NPA, and NPMA and have reached tentative agreements as further outlined below.

Additionally, staff recommends compensation and benefit plans for the City Officials and the Management, Supervisory, and Professional Employee Group (“Management Employee Group”) and the Confidential Employee Group as further outlined below. The existing plans also expired on June 30, 2019.

NAME MOU:

The City and NAME have been negotiating a successor to the Memorandum of Understanding (“MOU”) for the past few months. The City and NAME previously amended the MOU pursuant to a side letter executed in November 2017. The proposed MOU with NAME spans three years from July 1, 2019 through June 30, 2022. The members of NAME ratified the new terms described below on July 1, 2019.

The MOU includes the following new significant provisions:

General Salary Increase and Other Compensation:

- A one and one-half percent (1.5%) general salary increase on July 1, 2019, July 1, 2020, and July 1, 2021 for a cumulative four and one-half percent (4.5%) general salary increase over the term of the MOU. If by January 1, 2021, the City’s revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations regarding the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.
- A one-time off-salary-schedule lump sum payment of \$1,000, pro-rated for part-time employees.
- An increase in bilingual assignment pay to \$100 per month for full-time employees, \$75 per month for regular part-time employees scheduled to work 30-35 hours per week and \$50 per month for regular part-time employees scheduled to work 20-25 hours per week

Cafeteria Plan for Medical, Dental and Vision Insurance:

- An increase to the City's contributions to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance an amount equal to the following:

Effective for the 2020 plan year:

- Employee Only: \$844
- Employee + 1 Dependent: \$1,687
- Employee + 2 or more Dependents: \$2,228

Effective for the 2021 plan year:

- Employee Only: \$861
- Employee + 1 Dependent: \$1,721
- Employee + 2 or more Dependents: \$2,273

Effective for the 2022 plan year.:

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

Other Miscellaneous Revisions:

- Revisions to overtime pay to establish a minimum three (3) hours of work at the overtime rate for employees notified less than twenty-four (24) hours in advance to return to work between 6:00 a.m. and 11:59 p.m. and to establish a minimum of four (4) hours of work at the overtime rate for employees 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.
- An increase in the boot and jacket annual allowance for certain specified positions from \$250 to \$350.
- An increase in the maximum amount of compensatory time for overtime work from sixty (60) hours to eighty (80) hours and a concurrent increase in the amount of compensatory time cash-out accrual from sixty (60) hours to eighty (80) hours.
- A revision to the wellness program to allow 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, to 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 and receive resident rates for class registration and facility rentals.
- Other non-substantive, clean-up revisions that largely match the parties' existing practice.

NPA MOU:

The City and NPA have been negotiating a successor to the MOU for approximately 6 months. The proposed MOU with NPA spans three years from July 1, 2019 through June 30, 2022. The members of NPA ratified the new terms described below on June 25, 2019.

The MOU includes the following new significant provisions:

General Salary Increase and Other Compensation:

- NPA employees will receive the same general salary increase provided to NAME employees. The MOU also provides that if, by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations regarding the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.
- NPA employees will receive the same bilingual pay increases provided to NAME employees.
- An increase in certificate incentive pay for sworn personnel that receive a California P.O.S.T. intermediate or advanced certificate at the following amounts:

Effective July 1, 2019:

- P.O.S.T. Intermediate Certificate \$460 per month
- P.O.S.T. Advanced Certificate \$650 per month

Effective July 1, 2020:

- P.O.S.T. Intermediate Certificate \$480 per month
- P.O.S.T. Advanced Certificate \$685 per month

Effective July 1, 2021:

- P.O.S.T. Intermediate Certificate \$500 per month
- P.O.S.T. Advanced Certificate \$725 per month

- An increase in certificate incentive pay for dispatch personnel that receive a California P.O.S.T. intermediate or advanced certificate at the following amounts:

Effective July 1, 2019:

- P.O.S.T. Intermediate Certificate \$120.00 per month
- P.O.S.T. Advanced Certificate \$200.00 per month

Effective July 1, 2020:

- P.O.S.T. Intermediate Certificate \$160.00 per month
- P.O.S.T. Advanced Certificate \$250.00 per month

- Effective July 1, 2021:

- P.O.S.T. Intermediate Certificate \$200.00 per month
- P.O.S.T. Advanced Certificate \$300.00 per month

- An increase in special assignment pay for police officers and sergeants assigned to specified positions from \$400 per month to \$425 per month.
- The addition of a provision related to longevity pay for police officers and sergeants of a 5% salary increase at 15 years of service and a 7.5% salary increase at 20 years of

service. The prior MOU provided for a 2.5% salary increase at 10 years of service (which remains) and a 5% salary increase at 20 years of service.

Cafeteria Plan for Medical, Dental and Vision Insurance:

- The NPA MOU provides for the same increase to NPA employees as provided to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance.

Other Miscellaneous Revisions:

- An increase in accumulation amount of compensatory time off for school resource officers from 280 hours to 320 hours.
- Revisions to the uniform allowance for public safety dispatchers, lead public safety dispatchers, public safety clerks, and police records supervisor.
- Other non-substantive clean-up revisions that largely match the parties' existing practice.

NPMA MOU:

As the NPMA is a new bargaining group formally recognized on June 20, 2019, the proposed MOU is the first MOU between the City and the NPMA. The proposed MOU largely matches the existing practice over the years for employees that received benefits pursuant to the Compensation and Benefit Plan for the Management Employee Group. Below are significant provisions in the NPMA MOU. The members of NPMA ratified the MOU on July 2, 2019.

General Salary Increase and Other Compensation:

- NPMA employees will receive the same general salary increase provided to NAME employees. The MOU also provides that if, by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations regarding the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.
- NPMA employees will receive the same bilingual pay increases provided to NAME employees.
- An increase in salary range for the Captain position (from the prior Management Employee Group Plan) to ensure that the compensation for that position is equitable in comparison to the City's comparable cities and to avoid compaction with the Lieutenant position.

Cafeteria Plan for Medical, Dental and Vision Insurance:

- The NPMA MOU provides for the same benefits to NPMA employees as provided to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance.

Other Miscellaneous Provisions:

- Uniform allowance of \$100 per month.
-

City Officials and the Management, Supervisory, and Professional Employee Group:

The City Council adopted the current Compensation and Benefit Plan (“Plan”) for the Management Employee Group in 2017. The term of the current Plan ended on June 30, 2019. The proposed Plan with the Management Employee Group spans three years from July 1, 2019 through June 30, 2022.

The Plan includes the following new significant provisions:

General Salary Increase and Other Compensation:

- Management Employee Group employees will receive the same general salary increase provided to NAME employees.
- Management Employee Group employees will receive the same bilingual pay increases provided to NAME employees.
- An increase in salary range for the City Clerk position to ensure that the compensation for that position is equitable in comparison to the City’s comparable cities.

Cafeteria Plan for Medical, Dental and Vision Insurance:

- The Plan provides for the same increase as provided to each eligible NAME employee’s cafeteria plan for use towards medical, dental and vision insurance.

Other Miscellaneous Revisions:

- The same revisions to the wellness program related to employee spouses or registered domestic partners and children or grandchildren as provided in the NAME MOU.
- Other non-substantive, clean-up revisions that largely match existing practice.

It should be noted that the City Manager’s existing contract provides that the City Manager shall receive any general salary increases or adjustments to benefits conferred to members of the City’s Executive Management Team under any successor Plan.

Confidential Employee Group:

The City Council adopted the current Plan for the Confidential Employee Group in 2017. The term of the current Plan ended on June 30, 2019. The proposed Plan with the Confidential Employee Group spans three years from July 1, 2019 through June 30, 2022 and has nearly identical revisions from the previous Plan as those identified in the Plan for the Management Employee Group.

Summary – The proposed MOUs and Plans provide for a marked increase in medical, dental and vision benefits and modest general salary increases. In conducting salary and benefit surveys with the City’s benchmark classification cities of Fremont, Foster City, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City, the results revealed that base salary compensation was on the higher end for most classifications while the medical, dental and vision benefits were by far the lowest of the benchmark

classification cities. The proposed MOUs and Plans attempt to bring the City in line with the benchmark classification cities.

The proposed resolutions approve the various MOUs and Plans, authorize the City Manager or designee to execute on behalf of the City, and authorize any amendments to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOUs or the Plans.

Attachments – Resolutions, Agreements

Action - Staff recommends that the City Council adopt resolutions approving and adopting: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Association; 3) the Memorandum of Understanding with the Newark Police Management Association; 4) the Compensation and Benefit Plan for the Confidential Employee Group; and 5) the Compensation and Benefit Plan for the City Officials, Management, Supervisory, and Professional Employee Group.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the current Memorandum of Understanding between the City of Newark (the "City") and the Newark Association of Miscellaneous Employees ("NAME") expired on June 30, 2019; and

WHEREAS, the City and NAME entered into negotiations for a successor memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.*) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has met and conferred in good faith with the representatives of NAME on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NAME have reached a tentative agreement to a successor Memorandum of Understanding dated July 1, 2019 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A with a redlined version of the prior MOU attached hereto as Exhibit B for general reference only; and

WHEREAS, the membership of NAME ratified the agreement as of July 1, 2019; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the MOU for NAME, effective July 1, 2019 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that Resolution No. 10675 pertaining to the

NAME MOU is hereby repealed effective June 30, 2019, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective July 1, 2019.

3319050.1

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1, 2019

THROUGH

JUNE 30, 2022

ADOPTED

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ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
A.2	Salary List
B	Eligibility for PST Employment Following Lay Off

**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, 2019 through June 30, 2022.

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 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 and dental 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.

"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.)

F. "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 and off-salary-schedule lump sum payment:

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

- a. Effective July 1, 2019, salary increase shall be one and one half percent (1.5%)
- b. Effective July 1, 2020, salary increase shall be one and one half percent (1.5%)
- c. Effective July 1, 2021, salary increase shall be one and one half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations on the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.

All active NAME employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be \$1,000 for full-time NAME employees and prorated for part-time NAME employees and shall be provided by no later than September 1, 2019.

The off-salary-schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.

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 Fremont, Foster City, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification

Newark Classification

Accounting Assistant II

Accounting Assistant I/II
Cashier
Collections Assistant
Finance Technician I/II
Recycling Assistant

Building Inspector II

Bldg. Inspector I
Bldg. Inspector II
Community Preservation Specialist
Engineering Technician III
Public Works Inspector

	Sr. Bldg. 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 Systems Technician	Information Systems Specialist Information Systems Technician
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 Sr. Building Mechanic Sr. Equipment Mechanic Sr. Landscape Inspector Sr. Landscape & Parks Maintenance Worker Sr. Street Maintenance Worker
Recreation Coordinator	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. 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 2020 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.

Employee Only: \$844
Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

Effective for the 2021 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.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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.

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

4. Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.
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. 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. 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.

E. 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 (regular part-time), 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. The payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement.

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. Work Schedule

A standard work schedule for employees represented by the Association shall be 40 hours per week. A standard workweek shall be 40 hours and may consist of five consecutive 8-hour days beginning or ending on any day of the week at the sole discretion of the department head and City Manager. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.

b. Flex Time

Subject to prior approval of their supervisors, employees are permitted on a predetermined weekly schedule to select their 8-hour work schedule between 7:00 A.M. and 6:00 P.M.; however, all clerical employees shall be on duty from 9:00 A.M. to 11:00 A.M. and from 2:00 P.M. to 4:00 P.M.

Flex Time will be subject to prior approval of the department head.

c. Alternate Work Schedule

Alternative work schedules will be subject to the approval of the City Manager.

Association members have the option to request working an alternate work schedule (4/10, 9/76 or 9/80). Eligibility for the assignment to the alternate work schedule includes all regular full-time and part-time employees represented by the Association provided that in the determination of the department head, the work schedule will not adversely impact the department or city operation, or result in increased costs to the City. Upon request of an eligible employee, the authorization to work an alternate work schedule shall be at the sole discretion of the department head, or the department head and City Manager for 9/76 work schedules. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

1. Nine-Eighty Work Schedule (9/80) shall mean a work schedule that equates to 40 hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine hours per day for four days and one day of eight hours in one week (44 hours) and then nine hours per day for four days in the next week (36 hours).
2. Nine-Seventy-Six Work Schedule (9/76) shall mean a work schedule that equates to 38 hours per week in a two week period. Typically, an employee assigned to this work schedule will work eight and one-half hours per day for four days and one day of eight hours in one week (42 hours) and then eight and one-half hours per day for four days in the next week (34 hours). The 9/76 alternate work schedule will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.
3. Four-Ten Work Schedule (4/10) shall mean a work schedule that equates to 40 hours per week. Typically, an employee will work four ten-hour days (40 hours) in each week.
4. The workweek for an alternate work schedule will be set by the Department Head or designee and the Human Resources Director to meet all applicable state and federal laws including the Fair Labor Standards Act.
5. Employees who do not participate in the alternate work schedule may be required to adjust their work schedule to meet the needs of the department or division.
6. An employee's day off during the work week will be determined by his/her immediate supervisor based on staffing needs of the department. City offices will remain open and services will be available to the public Monday through Friday. Employees participating in the alternate work schedule are encouraged to schedule medical and personal appointments, etc. on their day off to minimize absences at work.
7. Employees authorized to attend training, seminars, or conferences that are less than their scheduled work shift, will be required to return to work, or use their accrued vacation or compensatory time to account for the remaining hour(s). Travel time to and from the normal work site to the training location shall be included as part of the training time.

d. Changes in Work Schedule

- i. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor, who will pass any recommendations for changes to the department head for final approval.
- ii. In certain divisions where there are a limited number of personnel, it may be necessary for staff members to revert to a 5/40 schedule when another member is on vacation or other leave. The supervisor will make the determination on a case-by-case basis.
- iii. It may be necessary to have staff members revert to a 5/40 schedule for one or more periods due to operational requirements. The employee's department head or designee shall make the determination regarding the need to revert to a 5/40 schedule.
- iv. In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will receive compensatory time off or overtime, in accordance with the existing MOU.
- v. 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.
- vi. 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.
- vii. In all cases in which an employee and his/her supervisor agree on a temporary schedule change, a Temporary Schedule Change Agreement form must be completed in advance of the change, and attached to the employee's time sheet(s) that is affected. Temporary schedule changes must meet the criteria listed on the agreement form and be authorized by Human Resources.

e. 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.

- i. Employees may use vacation leave, holidays (if applicable), compensatory time, leave credits (if applicable), and/or leave of absence without pay during the-four-day absence.
- ii. 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
- iii. 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.
- iv. Employees called out shall be entitled to overtime pay in accordance with the call-out provision in the MOU.
- v. 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:

1. there is two weeks advance notice to payroll;
 2. the salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year; and
 3. payments begin no later than January 1 of the fiscal year.
- vi. Salary advances for regular part-time employees shall be as follows: Schedules of 20 - 25 hours may receive an advance of 16 hours pay and schedules of 30 - 35 hours may receive an advance of 24 hours pay.
 - vii. The birthday holiday and 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.
 - viii. 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.
 - ix. 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 Division.

IX. RETIREMENT BENEFITS

A. Classic Members

- i. 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".
- ii. 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.
- iii. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.
- iv. Additional Contribution Towards Employer Rate.
 1. 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.
 2. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased from

10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her 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 (currently 3.468%) for a current total of 9.718%.

- 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 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

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 90th 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 90th 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.

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, 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.

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 90th 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 90th 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

- i. In addition to the eight (8) hours of sick leave conversion stated in section XIII. Medical leave, Item A of this M.O.U., 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 the approval of the department head, the employee may charge time off for the medical and/or dental appointment to sick leave.
- ii. 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.
- iii. 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.

- iv. 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:
1. 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 his/her position classification, the department head may require the employee to use accrued sick leave until sufficiently recovered to return to work.
 2. 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.
 3. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive credit for the 90 days of service to the City.
 4. 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.
 5. 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.
 6. 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.

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.

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. MEDICAL LEAVE

- A. The City shall allow regular full-time employees represented by the Association to convert eight (8) hours of sick leave during each fiscal year to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours.
- B. The City shall allow regular, part-time employees represented by the Association to convert four (4) hours to seven (7) hours of sick leave each fiscal year based on actual hours worked or budgeted to work to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIV. 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.

XV. 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 supervisor's appointment of an employee to a standard work schedule or approval of an Alternate Work Schedule Implementation 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 within the hours of 12:01 a.m. to 12:00 midnight.

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 a miscellaneous employee at his/her 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.

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 his/her 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.

XVI. 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:
 - i. 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.
 - ii. 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.
 - iii. 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.

- iv. 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.

XVII. 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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval.
- Floating Holiday, 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 employee birthday holiday and 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.

When an employee on an alternate work schedule works on a holiday or the holiday occurs on a day of the week that is the employee’s regularly scheduled day off, with the approval of the Department Head or designee, the employee shall be required to take the scheduled day off (8 hours) within 30 days of the holiday, or forfeit the eight hour day off.

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:

<u>Work Schedule</u>	<u>Holiday Pay</u>
20-25 work hours	4-5 hours per holiday
30-35 work hours	6-7 hours per holiday

XVIII. 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, son, daughter, stepson, stepdaughter, 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.

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:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
20-25 work hours	up to a maximum of 20-25 hours
30-35 work hours	up to a maximum of 30-35 hours

XIX. 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.
 - i. 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 (e.g., Saint Mary's College bachelor's or graduate programs).
 - ii. 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.
 - iii. 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.
 - iv. Reimbursement shall be processed upon evidence of the successful completion of a course(s).
 - v. 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.

XX. PERSONNEL REDUCTION PROCEDURE

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.

XXI. 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 his/her own behalf or by the President of the Association or his/her 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 his/her 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 his/her (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 his/her 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 his/her 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.

XXII. 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.

XXIII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

a. Pick-up of Employee Contributions

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

XXIV. 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.

XXV. 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.

Dated: _____

DAVID J. BENOUN
City Manager

JESUS MERO
NAME President

JAMES MURRAY
NAME Vice President

SANDY ABE
Human Resources Director

KATHRYN DENNIS
NAME Secretary

ATTACHMENT A

Regular Full-Time / Part-Time Classifications

Newark Association of Miscellaneous Employees

Classifications

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

ATTACHMENT A.2

SALARY LIST – EFFECTIVE 07/01/2019 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,662.22 \$32.67	\$5,905.74 \$34.07	\$6,170.44 \$35.60	\$6,443.37 \$37.17	\$6,743.37 \$38.90
ACCOUNTING ASSISTANT II	\$6,225.76 \$35.92	\$6,502.41 \$37.51	\$6,788.94 \$39.17	\$7,090.84 \$40.91	\$7,415.80 \$42.78
ADMIN SUPPORT SPEC I	\$5,130.46 \$29.60	\$5,352.80 \$30.88	\$5,582.22 \$32.20	\$5,832.79 \$33.65	\$6,083.38 \$35.10
ADMIN SUPPORT SPEC II	\$5,601.09 \$32.31	\$5,850.31 \$33.75	\$6,109.39 \$35.25	\$6,384.95 \$36.84	\$6,667.09 \$38.46
AQUATICS COORDINATOR	\$6,492.53 \$37.46	\$6,783.46 \$39.14	\$7,088.65 \$40.90	\$7,401.53 \$42.70	\$7,726.48 \$44.58
BUILDING INSPECTOR I	\$8,345.65 \$48.15	\$8,724.41 \$50.33	\$9,129.51 \$52.67	\$9,556.56 \$55.13	\$9,995.69 \$57.67
BUILDING INSPECTOR II	\$8,762.94 \$50.56	\$9,160.63 \$52.85	\$9,585.98 \$55.30	\$10,034.39 \$57.89	\$10,495.48 \$60.55
BUILDING MECHANIC I	\$6,252.11 \$36.07	\$6,566.09 \$37.88	\$6,894.34 \$39.77	\$7,240.15 \$41.77	\$7,602.43 \$43.86
BUILDING MECHANIC II	\$6,887.75 \$39.74	\$7,232.46 \$41.73	\$7,593.65 \$43.81	\$7,974.59 \$46.01	\$8,370.91 \$48.29
CASHIER	\$5,706.49 \$32.92	\$5,960.09 \$34.38	\$6,229.06 \$35.94	\$6,506.80 \$37.54	\$6,791.14 \$39.18
CHILD CARE INSTRUCTOR	\$3,991.69 \$23.03	\$4,192.59 \$24.19	\$4,403.37 \$25.40	\$4,624.04 \$26.68	\$4,856.78 \$28.02
COLLECTIONS ASSISTANT	\$6,225.76 \$35.92	\$6,502.41 \$37.51	\$6,788.94 \$39.17	\$7,090.84 \$40.91	\$7,415.80 \$42.78
COMMUNITY PRESERV SPECIALIST	\$6,958.01 \$40.14	\$7,274.18 \$41.97	\$7,605.72 \$43.88	\$7,958.13 \$45.91	\$8,327.00 \$48.04
ENGINEERING AIDE I	\$6,066.90 \$35.00	\$6,336.31 \$36.56	\$6,619.84 \$38.19	\$6,915.12 \$39.89	\$7,228.06 \$41.70
ENGINEERING TECHNICIAN I	\$7,199.53 \$41.54	\$7,521.19 \$43.39	\$7,864.81 \$45.37	\$8,226.00 \$47.46	\$8,600.35 \$49.62
ENGINEERING TECHNICIAN II	\$7,711.57 \$44.49	\$8,065.68 \$46.53	\$8,433.92 \$48.66	\$8,824.49 \$50.91	\$9,232.71 \$53.27
ENGINEERING TECHNICIAN III	\$8,345.68 \$48.15	\$8,725.67 \$50.34	\$9,130.36 \$52.67	\$9,556.25 \$55.13	\$9,996.23 \$57.67
EQUIPMENT MECHANIC I	\$6,428.86 \$37.09	\$6,749.43 \$38.94	\$7,088.65 \$40.90	\$7,442.15 \$42.94	\$7,814.31 \$45.08
EQUIPMENT MECHANIC II	\$7,077.68 \$40.83	\$7,431.17 \$42.87	\$7,803.33 \$45.02	\$8,193.06 \$47.27	\$8,601.46 \$49.62
FIELD ASSISTANT	\$4,374.02 \$25.23	\$4,601.06 \$26.54	\$4,824.59 \$27.83	\$5,066.93 \$29.23	\$5,319.87 \$30.69
FINANCE TECHNICIAN I	\$8,119.50 \$46.84	\$8,525.71 \$49.19	\$8,953.85 \$51.66	\$9,400.67 \$54.23	\$9,869.43 \$56.94

FINANCE TECHNICIAN II	\$8,822.14	\$9,259.77	\$9,724.47	\$10,209.16	\$10,718.55
	\$50.90	\$53.42	\$56.10	\$58.90	\$61.84

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GENERAL LABORER	\$4,673.44	\$4,907.27	\$5,153.19	\$5,411.18	\$5,682.34
	\$26.96	\$28.31	\$29.73	\$31.22	\$32.78
INFORMATION SYSTEMS SPECIALIST	\$8,247.95	\$8,626.70	\$9,023.02	\$9,445.68	\$9,879.32
	\$47.58	\$49.77	\$52.06	\$54.49	\$57.00
INFORMATION SYSTEMS TECHNICIAN	\$7,084.25	\$7,436.66	\$7,805.53	\$8,196.36	\$8,608.04
	\$40.87	\$42.90	\$45.03	\$47.29	\$49.66
LANDSCAPE & PARKS MAINT WORKER I	\$5,840.42	\$6,132.45	\$6,439.84	\$6,761.49	\$7,100.73
	\$33.69	\$35.38	\$37.15	\$39.01	\$40.97
LANDSCAPE & PARKS MAINT WORKER II	\$6,432.15	\$6,752.71	\$7,091.95	\$7,447.63	\$7,818.71
	\$37.11	\$38.96	\$40.91	\$42.97	\$45.11
LANDSCAPE INSPECTOR	\$6,000.71	\$6,300.41	\$6,616.58	\$6,945.93	\$7,293.94
	\$34.62	\$36.35	\$38.17	\$40.07	\$42.08
LEAD CHILD CARE INSTRUCTOR	\$4,590.45	\$4,821.47	\$5,063.89	\$5,317.65	\$5,585.29
	\$26.48	\$27.82	\$29.21	\$30.68	\$32.22
PERMIT TECHNICIAN	\$6,530.65	\$6,821.57	\$7,132.28	\$7,442.98	\$7,776.96
	\$37.68	\$39.36	\$41.15	\$42.94	\$44.87
PUBLIC WORKS INSPECTOR	\$8,763.93	\$9,161.34	\$9,587.29	\$10,034.11	\$10,495.20
	\$50.56	\$52.85	\$55.31	\$57.89	\$60.55
RECREATION COORDINATOR	\$6,492.53	\$6,783.46	\$7,088.65	\$7,401.53	\$7,726.48
	\$37.46	\$39.14	\$40.90	\$42.70	\$44.58
RECYCLING ASSISTANT	\$6,225.76	\$6,502.41	\$6,788.94	\$7,090.84	\$7,415.80
	\$35.92	\$37.51	\$39.17	\$40.91	\$42.78
SR ADMIN SUPPORT SPECIALIST	\$6,160.99	\$6,435.45	\$6,728.57	\$7,021.68	\$7,336.75
	\$35.54	\$37.13	\$38.82	\$40.51	\$42.33
SR BUILDING INSPECTOR	\$9,156.95	\$9,585.10	\$9,994.59	\$10,503.98	\$10,995.81
	\$52.83	\$55.30	\$57.66	\$60.60	\$63.44
SR BUILDING MECHANIC	\$7,583.77	\$7,960.32	\$8,361.03	\$8,778.20	\$9,219.53
	\$43.75	\$45.92	\$48.24	\$50.64	\$53.19
SR EQUIPMENT MECHANIC	\$7,792.36	\$8,180.98	\$8,590.47	\$9,018.62	\$9,472.02
	\$44.96	\$47.20	\$49.56	\$52.03	\$54.65
SR LANDSCAPE & PARKS MAINT WORKER	\$7,084.25	\$7,437.76	\$7,808.82	\$8,199.65	\$8,609.14
	\$40.87	\$42.91	\$45.05	\$47.31	\$49.67
SR LANDSCAPE INSPECTOR	\$7,084.25	\$7,437.76	\$7,808.82	\$8,199.65	\$8,609.14
	\$40.87	\$42.91	\$45.05	\$47.31	\$49.67
SR STREET MAINT WORKER	\$7,084.54	\$7,438.63	\$7,809.23	\$8,199.81	\$8,610.38
	\$40.87	\$42.91	\$45.05	\$47.31	\$49.67
STREET MAINTENANCE WORKER I	\$5,840.42	\$6,132.45	\$6,439.84	\$6,761.49	\$7,100.73
	\$33.69	\$35.38	\$37.15	\$39.01	\$40.97
STREET MAINTENANCE WORKER II	\$6,432.15	\$6,752.71	\$7,091.95	\$7,447.63	\$7,818.71
	\$37.11	\$38.96	\$40.91	\$42.97	\$45.11
STREET MAINTENANCE WORKER LEAD	\$6,758.66	\$7,096.29	\$7,451.57	\$7,823.34	\$8,213.91
	\$38.99	\$40.94	\$42.99	\$45.13	\$47.39
VEHICLE ABATEMENT OFFICER	\$5,102.10	\$5,357.20	\$5,624.62	\$5,906.11	\$6,201.68
	\$29.44	\$30.91	\$32.45	\$34.07	\$35.78
YOUTH INSTRUCTOR I	\$3,197.57	\$3,356.38	\$3,522.27	\$3,697.55	\$3,883.44
	\$18.45	\$19.36	\$20.32	\$21.33	\$22.40
YOUTH INSTRUCTOR II	\$3,991.67	\$4,192.84	\$4,403.43	\$4,622.23	\$4,856.34

\$23.03

\$24.19

\$25.40

\$26.67

\$28.02

ATTACHMENT A.2
SALARY LIST – EFFECTIVE 07/01/2020 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,747.15 \$33.16	\$5,994.32 \$34.58	\$6,263.00 \$36.13	\$6,540.02 \$37.73	\$6,844.52 \$39.49
ACCOUNTING ASSISTANT II	\$6,319.14 \$36.46	\$6,599.95 \$38.08	\$6,890.77 \$39.75	\$7,197.20 \$41.52	\$7,527.04 \$43.43
ADMIN SUPPORT SPEC I	\$5,207.42 \$30.04	\$5,433.09 \$31.34	\$5,665.95 \$32.69	\$5,920.28 \$34.16	\$6,174.63 \$35.62
ADMIN SUPPORT SPEC II	\$5,685.11 \$32.80	\$5,938.06 \$34.26	\$6,201.03 \$35.77	\$6,480.72 \$37.39	\$6,767.09 \$39.04
AQUATICS COORDINATOR	\$6,589.92 \$38.02	\$6,885.21 \$39.72	\$7,194.98 \$41.51	\$7,512.56 \$43.34	\$7,842.38 \$45.24
BUILDING INSPECTOR I	\$8,470.84 \$48.87	\$8,855.28 \$51.09	\$9,266.45 \$53.46	\$9,699.91 \$55.96	\$10,145.62 \$58.53
BUILDING INSPECTOR II	\$8,894.39 \$51.31	\$9,298.04 \$53.64	\$9,729.77 \$56.13	\$10,184.91 \$58.76	\$10,652.91 \$61.46
BUILDING MECHANIC I	\$6,345.89 \$36.61	\$6,664.58 \$38.45	\$6,997.75 \$40.37	\$7,348.75 \$42.40	\$7,716.47 \$44.52
BUILDING MECHANIC II	\$6,991.07 \$40.33	\$7,340.95 \$42.35	\$7,707.56 \$44.47	\$8,094.21 \$46.70	\$8,496.47 \$49.02
CASHIER	\$5,792.09 \$33.42	\$6,049.49 \$34.90	\$6,322.49 \$36.48	\$6,604.40 \$38.10	\$6,893.01 \$39.77
CHILD CARE INSTRUCTOR	\$4,051.57 \$23.37	\$4,255.48 \$24.55	\$4,469.43 \$25.79	\$4,693.40 \$27.08	\$4,929.63 \$28.44
COLLECTIONS ASSISTANT	\$6,319.14 \$36.46	\$6,599.95 \$38.08	\$6,890.77 \$39.75	\$7,197.20 \$41.52	\$7,527.04 \$43.43
COMMUNITY PRESERV SPECIALIST	\$7,062.38 \$40.74	\$7,383.29 \$42.60	\$7,719.81 \$44.54	\$8,077.50 \$46.60	\$8,451.90 \$48.76
ENGINEERING AIDE I	\$6,157.90 \$35.53	\$6,431.35 \$37.10	\$6,719.14 \$38.76	\$7,018.85 \$40.49	\$7,336.48 \$42.33
ENGINEERING TECHNICIAN I	\$7,307.52 \$42.16	\$7,634.01 \$44.04	\$7,982.78 \$46.05	\$8,349.39 \$48.17	\$8,729.35 \$50.36
ENGINEERING TECHNICIAN II	\$7,827.25 \$45.16	\$8,186.66 \$47.23	\$8,560.43 \$49.39	\$8,956.86 \$51.67	\$9,371.20 \$54.06
ENGINEERING TECHNICIAN III	\$8,470.86 \$48.87	\$8,856.56 \$51.10	\$9,267.32 \$53.47	\$9,699.59 \$55.96	\$10,146.17 \$58.54
EQUIPMENT MECHANIC I	\$6,525.29 \$37.65	\$6,850.67 \$39.52	\$7,194.98 \$41.51	\$7,553.78 \$43.58	\$7,931.53 \$45.76
EQUIPMENT MECHANIC II	\$7,183.84 \$41.45	\$7,542.64 \$43.51	\$7,920.38 \$45.69	\$8,315.96 \$47.98	\$8,730.48 \$50.37
FIELD ASSISTANT	\$4,439.63 \$25.61	\$4,670.07 \$26.94	\$4,896.96 \$28.25	\$5,142.93 \$29.67	\$5,399.67 \$31.15
FINANCE TECHNICIAN I	\$8,241.30 \$47.55	\$8,653.59 \$49.92	\$9,088.16 \$52.43	\$9,541.68 \$55.05	\$10,017.48 \$57.79
FINANCE TECHNICIAN II	\$8,954.47	\$9,398.67	\$9,870.34	\$10,362.30	\$10,879.33

\$51.66

\$54.22

\$56.94

\$59.78

\$62.77

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GENERAL LABORER	\$4,743.54 \$27.37	\$4,980.88 \$28.74	\$5,230.48 \$30.18	\$5,492.35 \$31.69	\$5,767.57 \$33.27
INFORMATION SYSTEMS SPECIALIST	\$8,371.67 \$48.30	\$8,756.10 \$50.52	\$9,158.36 \$52.84	\$9,587.37 \$55.31	\$10,027.51 \$57.85
INFORMATION SYSTEMS TECHNICIAN	\$7,190.52 \$41.48	\$7,548.21 \$43.55	\$7,922.62 \$45.71	\$8,319.30 \$48.00	\$8,737.16 \$50.41
LANDSCAPE & PARKS MAINT WORKER I	\$5,928.03 \$34.20	\$6,224.43 \$35.91	\$6,536.44 \$37.71	\$6,862.92 \$39.59	\$7,207.24 \$41.58
LANDSCAPE & PARKS MAINT WORKER II	\$6,528.63 \$37.66	\$6,854.00 \$39.54	\$7,198.33 \$41.53	\$7,559.35 \$43.61	\$7,935.99 \$45.78
LANDSCAPE INSPECTOR	\$6,090.72 \$35.14	\$6,394.92 \$36.89	\$6,715.83 \$38.74	\$7,050.12 \$40.67	\$7,403.35 \$42.71
LEAD CHILD CARE INSTRUCTOR	\$4,659.31 \$26.88	\$4,893.80 \$28.23	\$5,139.84 \$29.65	\$5,397.41 \$31.14	\$5,669.07 \$32.71
PERMIT TECHNICIAN	\$6,628.61 \$38.24	\$6,923.89 \$39.95	\$7,239.27 \$41.76	\$7,554.63 \$43.58	\$7,893.61 \$45.54
PUBLIC WORKS INSPECTOR	\$8,895.39 \$51.32	\$9,298.76 \$53.65	\$9,731.10 \$56.14	\$10,184.62 \$58.76	\$10,652.63 \$61.46
RECREATION COORDINATOR	\$6,589.92 \$38.02	\$6,885.21 \$39.72	\$7,194.98 \$41.51	\$7,512.56 \$43.34	\$7,842.38 \$45.24
RECYCLING ASSISTANT	\$6,319.14 \$36.46	\$6,599.95 \$38.08	\$6,890.77 \$39.75	\$7,197.20 \$41.52	\$7,527.04 \$43.43
SR ADMIN SUPPORT SPECIALIST	\$6,253.40 \$36.08	\$6,531.98 \$37.68	\$6,829.50 \$39.40	\$7,127.00 \$41.12	\$7,446.81 \$42.96
SR BUILDING INSPECTOR	\$9,294.31 \$53.62	\$9,728.88 \$56.13	\$10,144.51 \$58.53	\$10,661.54 \$61.51	\$11,160.75 \$64.39
SR BUILDING MECHANIC	\$7,697.52 \$44.41	\$8,079.73 \$46.61	\$8,486.45 \$48.96	\$8,909.87 \$51.40	\$9,357.82 \$53.99
SR EQUIPMENT MECHANIC	\$7,909.24 \$45.63	\$8,303.70 \$47.91	\$8,719.33 \$50.30	\$9,153.90 \$52.81	\$9,614.10 \$55.47
SR LANDSCAPE & PARKS MAINT WORKER	\$7,190.52 \$41.48	\$7,549.32 \$43.55	\$7,925.95 \$45.73	\$8,322.64 \$48.01	\$8,738.28 \$50.41
SR LANDSCAPE INSPECTOR	\$7,190.52 \$41.48	\$7,549.32 \$43.55	\$7,925.95 \$45.73	\$8,322.64 \$48.01	\$8,738.28 \$50.41
SR STREET MAINT WORKER	\$7,190.81 \$41.49	\$7,550.21 \$43.56	\$7,926.37 \$45.73	\$8,322.81 \$48.02	\$8,739.53 \$50.42
STREET MAINTENANCE WORKER I	\$5,928.03 \$34.20	\$6,224.43 \$35.91	\$6,536.44 \$37.71	\$6,862.92 \$39.59	\$7,207.24 \$41.58
STREET MAINTENANCE WORKER II	\$6,528.63 \$37.66	\$6,854.00 \$39.54	\$7,198.33 \$41.53	\$7,559.35 \$43.61	\$7,935.99 \$45.78
STREET MAINTENANCE WORKER LEAD	\$6,860.04 \$39.58	\$7,202.74 \$41.55	\$7,563.35 \$43.63	\$7,940.69 \$45.81	\$8,337.12 \$48.10
VEHICLE ABATEMENT OFFICER	\$5,178.63 \$29.88	\$5,437.56 \$31.37	\$5,708.99 \$32.94	\$5,994.70 \$34.58	\$6,294.71 \$36.32
YOUTH INSTRUCTOR I	\$3,245.54 \$18.72	\$3,406.73 \$19.65	\$3,575.11 \$20.63	\$3,753.02 \$21.65	\$3,941.69 \$22.74
YOUTH INSTRUCTOR II	\$4,051.55	\$4,255.74	\$4,469.48	\$4,691.56	\$4,929.18

\$23.37

\$24.55

\$25.79

\$27.07

\$28.44

ATTACHMENT A.2
SALARY LIST – EFFECTIVE 07/01/2021 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,833.36 \$33.65	\$6,084.24 \$35.10	\$6,356.94 \$36.67	\$6,638.12 \$38.30	\$6,947.18 \$40.08
ACCOUNTING ASSISTANT II	\$6,413.93 \$37.00	\$6,698.95 \$38.65	\$6,994.13 \$40.35	\$7,305.16 \$42.14	\$7,639.95 \$44.08
ADMIN SUPPORT SPEC I	\$5,285.53 \$30.49	\$5,514.58 \$31.81	\$5,750.94 \$33.18	\$6,009.08 \$34.67	\$6,267.25 \$36.16
ADMIN SUPPORT SPEC II	\$5,770.39 \$33.29	\$6,027.13 \$34.77	\$6,294.04 \$36.31	\$6,577.93 \$37.95	\$6,868.60 \$39.63
AQUATICS COORDINATOR	\$6,688.77 \$38.59	\$6,988.49 \$40.32	\$7,302.90 \$42.13	\$7,625.24 \$43.99	\$7,960.02 \$45.92
BUILDING INSPECTOR I	\$8,597.90 \$49.60	\$8,988.11 \$51.85	\$9,405.45 \$54.26	\$9,845.41 \$56.80	\$10,297.81 \$59.41
BUILDING INSPECTOR II	\$9,027.80 \$52.08	\$9,437.51 \$54.45	\$9,875.72 \$56.98	\$10,337.68 \$59.64	\$10,812.70 \$62.38
BUILDING MECHANIC I	\$6,441.08 \$37.16	\$6,764.55 \$39.03	\$7,102.72 \$40.98	\$7,458.98 \$43.03	\$7,832.21 \$45.19
BUILDING MECHANIC II	\$7,095.93 \$40.94	\$7,451.06 \$42.99	\$7,823.17 \$45.13	\$8,215.62 \$47.40	\$8,623.92 \$49.75
CASHIER	\$5,878.97 \$33.92	\$6,140.23 \$35.42	\$6,417.33 \$37.02	\$6,703.47 \$38.67	\$6,996.40 \$40.36
CHILD CARE INSTRUCTOR	\$4,112.34 \$23.72	\$4,319.31 \$24.92	\$4,536.47 \$26.17	\$4,763.80 \$27.48	\$5,003.57 \$28.87
COLLECTIONS ASSISTANT	\$6,413.93 \$37.00	\$6,698.95 \$38.65	\$6,994.13 \$40.35	\$7,305.16 \$42.14	\$7,639.95 \$44.08
COMMUNITY PRESERV SPECIALIST	\$7,168.31 \$41.36	\$7,494.04 \$43.23	\$7,835.60 \$45.21	\$8,198.66 \$47.30	\$8,578.68 \$49.49
ENGINEERING AIDE I	\$6,250.27 \$36.06	\$6,527.83 \$37.66	\$6,819.92 \$39.35	\$7,124.13 \$41.10	\$7,446.53 \$42.96
ENGINEERING TECHNICIAN I	\$7,417.13 \$42.79	\$7,748.52 \$44.70	\$8,102.52 \$46.75	\$8,474.63 \$48.89	\$8,860.29 \$51.12
ENGINEERING TECHNICIAN II	\$7,944.66 \$45.83	\$8,309.46 \$47.94	\$8,688.83 \$50.13	\$9,091.21 \$52.45	\$9,511.77 \$54.88
ENGINEERING TECHNICIAN III	\$8,597.92 \$49.60	\$8,989.40 \$51.86	\$9,406.33 \$54.27	\$9,845.08 \$56.80	\$10,298.36 \$59.41
EQUIPMENT MECHANIC I	\$6,623.17 \$38.21	\$6,953.43 \$40.12	\$7,302.90 \$42.13	\$7,667.09 \$44.23	\$8,050.50 \$46.44
EQUIPMENT MECHANIC II	\$7,291.60 \$42.07	\$7,655.78 \$44.17	\$8,039.19 \$46.38	\$8,440.69 \$48.70	\$8,861.43 \$51.12
FIELD ASSISTANT	\$4,506.23 \$26.00	\$4,740.12 \$27.35	\$4,970.41 \$28.68	\$5,220.08 \$30.12	\$5,480.66 \$31.62
FINANCE TECHNICIAN I	\$8,364.91 \$48.26	\$8,783.40 \$50.67	\$9,224.48 \$53.22	\$9,684.80 \$55.87	\$10,167.74 \$58.66
FINANCE TECHNICIAN II	\$9,088.79 \$52.44	\$9,539.65 \$55.04	\$10,018.39 \$57.80	\$10,517.74 \$60.68	\$11,042.52 \$63.71

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GENERAL LABORER	\$4,814.69	\$5,055.59	\$5,308.94	\$5,574.73	\$5,854.08
	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77
INFORMATION SYSTEMS SPECIALIST	\$8,497.25	\$8,887.44	\$9,295.74	\$9,731.18	\$10,177.92
	\$49.02	\$51.27	\$53.63	\$56.14	\$58.72
INFORMATION SYSTEMS TECHNICIAN	\$7,298.37	\$7,661.43	\$8,041.45	\$8,444.09	\$8,868.22
	\$42.11	\$44.20	\$46.39	\$48.72	\$51.16
LANDSCAPE & PARKS MAINT WORKER I	\$6,016.95	\$6,317.80	\$6,634.48	\$6,965.86	\$7,315.35
	\$34.71	\$36.45	\$38.28	\$40.19	\$42.20
LANDSCAPE & PARKS MAINT WORKER II	\$6,626.56	\$6,956.81	\$7,306.30	\$7,672.74	\$8,055.03
	\$38.23	\$40.14	\$42.15	\$44.27	\$46.47
LANDSCAPE INSPECTOR	\$6,182.08	\$6,490.84	\$6,816.57	\$7,155.87	\$7,514.40
	\$35.67	\$37.45	\$39.33	\$41.28	\$43.35
LEAD CHILD CARE INSTRUCTOR	\$4,729.20	\$4,967.20	\$5,216.94	\$5,478.37	\$5,754.11
	\$27.28	\$28.66	\$30.10	\$31.61	\$33.20
PERMIT TECHNICIAN	\$6,728.04	\$7,027.75	\$7,347.86	\$7,667.95	\$8,012.02
	\$38.82	\$40.54	\$42.39	\$44.24	\$46.22
PUBLIC WORKS INSPECTOR	\$9,028.82	\$9,438.24	\$9,877.07	\$10,337.39	\$10,812.42
	\$52.09	\$54.45	\$56.98	\$59.64	\$62.38
RECREATION COORDINATOR	\$6,688.77	\$6,988.49	\$7,302.90	\$7,625.24	\$7,960.02
	\$38.59	\$40.32	\$42.13	\$43.99	\$45.92
RECYCLING ASSISTANT	\$6,413.93	\$6,698.95	\$6,994.13	\$7,305.16	\$7,639.95
	\$37.00	\$38.65	\$40.35	\$42.14	\$44.08
SR ADMIN SUPPORT SPECIALIST	\$6,347.20	\$6,629.96	\$6,931.94	\$7,233.91	\$7,558.51
	\$36.62	\$38.25	\$39.99	\$41.73	\$43.61
SR BUILDING INSPECTOR	\$9,433.72	\$9,874.81	\$10,296.68	\$10,821.46	\$11,328.16
	\$54.43	\$56.97	\$59.40	\$62.43	\$65.35
SR BUILDING MECHANIC	\$7,812.98	\$8,200.92	\$8,613.74	\$9,043.52	\$9,498.19
	\$45.07	\$47.31	\$49.69	\$52.17	\$54.80
SR EQUIPMENT MECHANIC	\$8,027.88	\$8,428.25	\$8,850.12	\$9,291.21	\$9,758.31
	\$46.31	\$48.62	\$51.06	\$53.60	\$56.30
SR LANDSCAPE & PARKS MAINT WORKER	\$7,298.37	\$7,662.56	\$8,044.84	\$8,447.48	\$8,869.35
	\$42.11	\$44.21	\$46.41	\$48.74	\$51.17
SR LANDSCAPE INSPECTOR	\$7,298.37	\$7,662.56	\$8,044.84	\$8,447.48	\$8,869.35
	\$42.11	\$44.21	\$46.41	\$48.74	\$51.17
SR STREET MAINT WORKER	\$7,298.67	\$7,663.46	\$8,045.26	\$8,447.65	\$8,870.63
	\$42.11	\$44.21	\$46.41	\$48.74	\$51.18

STREET MAINTENANCE WORKER I	\$6,016.95	\$6,317.80	\$6,634.48	\$6,965.86	\$7,315.35
	\$34.71	\$36.45	\$38.28	\$40.19	\$42.20
STREET MAINTENANCE WORKER II	\$6,626.56	\$6,956.81	\$7,306.30	\$7,672.74	\$8,055.03
	\$38.23	\$40.14	\$42.15	\$44.27	\$46.47
STREET MAINTENANCE WORKER LEAD	\$6,962.94	\$7,310.78	\$7,676.80	\$8,059.80	\$8,462.17
	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
VEHICLE ABATEMENT OFFICER	\$5,256.31	\$5,519.12	\$5,794.63	\$6,084.62	\$6,389.13
	\$30.32	\$31.84	\$33.43	\$35.10	\$36.86
YOUTH INSTRUCTOR I	\$3,294.22	\$3,457.83	\$3,628.73	\$3,809.31	\$4,000.82
	\$19.01	\$19.95	\$20.93	\$21.98	\$23.08
YOUTH INSTRUCTOR II	\$4,112.32	\$4,319.57	\$4,536.52	\$4,761.94	\$5,003.12
	\$23.72	\$24.92	\$26.17	\$27.47	\$28.86

ATTACHMENT 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 he/she 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 he/she 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.

3319517.1

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1, 201~~97~~

THROUGH

JUNE 30, 20~~21~~¹⁹

ADOPTED

~~July 113, 20197~~ _____

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ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
A.2	Salary List
B	Eligibility for PST Employment Following Lay Off

Attachment A.2
Effective July 1,
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, 201~~97~~ through June 30, 202~~19~~.

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 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 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 and dental 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.

"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.)

F. "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.

Attachment A.2
Effective July 1,

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 **and off-salary-schedule lump sum payment:**

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

- a. Effective July 1, 201~~97~~, salary increase shall be ~~four~~ **one and one half** percent (1.54%)
- b. Effective July 1, 2020~~18~~, salary increase shall be ~~one and one half~~ **four** percent (1.54%)
- ~~b.c.~~ Effective July 1, 2021, salary increase shall be one and one half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations on the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.

All active NAME employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be \$1,000 for full-time NAME employees and prorated for part-time NAME employees and shall be provided by no later than September 1, 2019.

The off-salary-schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.

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 Fremont, Foster City, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification

Newark Classification

Accounting Assistant II

~~Accounting Assistant I/II~~ **Accounting Assistant I**
~~Accounting Assistant II~~

Cashier

Collections Assistant

~~Finance Technician I/II~~

Recycling Assistant

~~Building Inspector II~~

~~Bldg. Inspector I~~

~~Bldg. Inspector II~~

Community Preservation Specialist

Attachment A.2

Effective July 1,

~~Engineering Technician III
Public Works Inspector
Sr. Bldg. 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 Systems Technician~~

Information Systems Specialist
Information Systems Technician

~~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
Sr. Building Mechanic
Sr. Equipment Mechanic
~~Sr. Landscape Inspector~~
Sr. Landscape & Parks Maintenance Worker
Sr. Street Maintenance Worker

~~Recreation Coordinator~~

Aquatics Coordinator
Child Care Instructor
~~Lead Child Care Instructor~~
Recreation Coordinator
Youth Instructor I/II

~~Cashier~~

~~Collections Assistant
Finance Technician
Finance Technician II
Recycling Assistant~~

~~Building Inspector/Zoning Enf. Ofer.~~

Bldg. Inspector/Zoning Enforcement Ofer.

~~Community Preservation Specialist~~

~~Engineering Technician III~~

Public Works Inspector

Sr. Bldg. Inspector/Zoning Enforcement Ofer.

~~Administrative Support Specialist II~~

Admin. Support Specialist I

~~Admin. Support Specialist II~~

Senior Administrative Support Specialist

~~Engineering Technician I~~

Engineering Aide I

Attachment A.2
Effective July 1,

~~Engineering Technician I~~

~~Engineering Technician II~~

~~Field Assistant~~

~~Information Systems Technician~~ ~~Information Systems Specialist~~

~~Information Systems Technician~~

~~Equipment Mechanic II~~ ~~Building Mechanic I/II~~

~~Equipment Mechanic I~~

~~Equipment Mechanic II~~

~~General Laborer~~

~~Landscape Inspector~~

~~Landscape & Parks Maintenance Worker I~~

~~Landscape & Parks Maintenance Worker II~~

~~Street Maintenance Worker I/II~~

~~Street Maintenance Worker Lead~~

~~Sr. Building Mechanic~~

~~Sr. Equipment Mechanic~~

~~Sr. Landscape & Parks Maintenance Worker~~

~~Sr. Street Maintenance Worker~~

~~Recreation Coordinator~~ ~~Aquatics Coordinator~~

~~Child Care Instructor~~

~~Recreation Coordinator~~

~~Youth Instructor I~~

~~Youth Instructor 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. 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. ~~In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2017~~for the 2020 plan year, the City shall ~~provide~~ contribute \$605 per month for to each eligible NAME employee's to the City's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution. ~~The \$605 monthly contribution may be used by eligible employees to pay for employer offered benefits including medical, dental, and/or vision insurance. In the event that the cost for the selected employer offered medical, dental or vision insurance exceeds \$605 per month, the balance will be paid by the employee through automatic (pre tax if elected) payroll deduction, as provided by IRC Section 125.~~

Attachment A.2
Effective July 1,

Employee Only: \$844
Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

Effective for the 2021 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.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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.

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

~~4. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652, for each eligible NAME employee to the City's cafeteria plan.~~

~~5. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685, for each eligible NAME employee to the City's cafeteria plan.~~

~~6.4. Effective July 1, 2017, e~~Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.

~~7.5.~~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.

~~8.6.~~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. 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. Long Term Disability

Attachment A.2
Effective July 1,

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.

E. Wellness

1. Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 18-26 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 26-48 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 (regular part-time), 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, Employees in the positions of Building Inspector/Zoning Enforcement Officer, 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 (regular part time), Equipment Mechanic II, Field Assistant, General Laborer, Landscape Inspector, Landscape & Parks Maintenance Worker I, Landscape & Parks Maintenance Worker II, Public Works Inspector, Senior Building Inspector/Zoning Enforcement Officer, Senior Building Mechanic, Senior Equipment Mechanic, 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 \$3250 annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. The payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement.

~~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.~~

~~b.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~~

Attachment A.2
Effective July 1,

~~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. 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.~~

VIII. HOURS OF WORK

a. Work Schedule

A standard work schedule for employees represented by the Association shall be 40 hours per week. A standard workweek shall be 40 hours and may consist of five consecutive 8-hour days beginning or ending on any day of the week at the sole discretion of the department head and City Manager. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.

b. Flex Time

Subject to prior approval of their supervisors, employees are permitted on a predetermined weekly schedule to select their 8-hour work schedule between 7:00 A.M. and 6:00 P.M.; however, all clerical employees shall be on duty from 9:00 A.M. to 11:00 A.M. and from 2:00 P.M. to 4:00 P.M.

Flex Time will be subject to prior approval of the department head.

c. Alternate Work Schedule

Alternative work schedules will be subject to the approval of the City Manager.

Association members have the option to request working an alternate work schedule (4/10, 9/76 or 9/80). Eligibility for the assignment to the alternate work schedule includes all regular full-time and part-time employees represented by the Association provided that in the determination of the department head, the work schedule will not adversely impact the department or city operation, or result in increased costs to the City. Upon request of an eligible employee, the authorization to work an alternate work schedule shall be at the sole discretion of the department head, or the department head and City Manager for 9/76 work schedules. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

1. Nine-Eighty Work Schedule (9/80) shall mean a work schedule that equates to 40 hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine hours per day for four days and one day of eight hours in one week (44 hours) and then nine hours per day for four days in the next week (36 hours).
2. Nine-Seventy-Six Work Schedule (9/76) shall mean a work schedule that equates to 38 hours per week in a two week period. Typically, an employee assigned to this work schedule will work eight and one-half hours per day for four days and one day of eight hours in one week (42 hours) and then

Attachment A.2
Effective July 1,

eight and one-half hours per day for four days in the next week (34 hours). The 9/76 alternate work schedule will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

3. Four-Ten Work Schedule (4/10) shall mean a work schedule that equates to 40 hours per week. Typically, an employee will work four ten-hour days (40 hours) in each week.
 4. The workweek for an alternate work schedule will be set by the Department Head or designee and the Human Resources Director to meet all applicable state and federal laws including the Fair Labor Standards Act.
 5. Employees who do not participate in the alternate work schedule may be required to adjust their work schedule to meet the needs of the department or division.
 6. An employee's day off during the work week will be determined by his/her immediate supervisor based on staffing needs of the department. City offices will remain open and services will be available to the public Monday through Friday. Employees participating in the alternate work schedule are encouraged to schedule medical and personal appointments, etc. on their day off to minimize absences at work.
 7. Employees authorized to attend training, seminars, or conferences that are less than their scheduled work shift, will be required to return to work, or use their accrued vacation or compensatory time to account for the remaining hour(s). Travel time to and from the normal work site to the training location shall be included as part of the training time.
- d. Changes in Work Schedule
- i. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor, who will pass any recommendations for changes to the department head for final approval.
 - ii. In certain divisions where there are a limited number of personnel, it may be necessary for staff members to revert to a 5/40 schedule when another member is on vacation or other leave. The supervisor will make the determination on a case-by-case basis.
 - iii. It may be necessary to have staff members revert to a 5/40 schedule for one or more periods due to operational requirements. The employee's department head or designee shall make the determination regarding the need to revert to a 5/40 schedule.
 - iv. In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will receive compensatory time off or overtime, in accordance with the existing MOU.
 - v. 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.
 - vi. 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.
 - vii. In all cases in which an employee and his/her supervisor agree on a temporary schedule change, a Temporary Schedule Change Agreement form must be completed in advance of the change, and attached to the employee's time sheet(s) that is affected. Temporary schedule changes must meet the criteria listed on the agreement form and be authorized by Human Resources.

e. Holiday Work Schedule

Attachment A.2
Effective July 1,

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.

- i. Employees may use vacation leave, holidays (if applicable), compensatory time, leave credits (if applicable), and/or leave of absence without pay during the-four-day absence.
- ii. 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
- iii. 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.
- iv. Employees called out shall be entitled to overtime pay in accordance with the call-out provision in the MOU.
- v. 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:
 1. there is two weeks advance notice to payroll;
 2. the salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year; and
 3. payments begin no later than January 1 of the fiscal year.
- vi. Salary advances for regular part-time employees shall be as follows: Schedules of 20 - 25 hours may receive an advance of 16 hours pay and schedules of 30 - 35 hours may receive an advance of 24 hours pay.
- vii. The birthday holiday and 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.
- viii. 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.
- ix. 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 Division.

IX. RETIREMENT BENEFITS

A. Classic Members

- i. All regular full-time and regular part-time NAME members who were appointed prior to January 1,

Attachment A.2
Effective July 1,

2013 and all “Classic Members” (as defined by CalPERS) are referred herein either as “Classic Members” or as “Classic”.

- ii. 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.
- iii. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.
- iv. Additional Contribution Towards Employer Rate.

1. 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.

2. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased from 10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her 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 (currently 3.468%) for a current total of 9.718%.

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 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

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 90th 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 90th 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:

<u>Years of Completed Service</u>	<u>20-25 hour work schedule</u>	<u>30-35 hour 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.

Attachment A.2
Effective July 1,

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.

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</u>	<u>30-35 hour</u>
	<u>Maximum accrual</u>	<u>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

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a. Purpose

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, 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.

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 ~~is expressly not for the purpose of routine medical or dental appointments, personal business, illness of other individuals besides an employee's child, parent, domestic partner (as defined by California Family Code Section 297), or spouse, bereavement leave, or any other purpose other than recovery from illness or injury.~~ 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 90th 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 90th 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

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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

- i. In addition to the eight (8) hours of sick leave conversion stated in section XIII. Medical leave, Item A of this M.O.U., 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 the approval of the department head, the employee may charge time off for the medical and/or dental appointment to sick leave.
- ii. 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.
- iii. 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.
- iv. 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:
 1. 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 his/her position classification, the department head may require the employee to use accrued sick leave until sufficiently recovered to return to work.
 2. 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.
 3. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive credit for the 90 days of service to the City.
 4. 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.
 5. 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

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accompanied by a certificate that the employee is unable to work.

6. 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.

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.

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. MEDICAL LEAVE

A. The City shall allow regular full-time employees represented by the Association to convert eight (8) hours of sick leave during each fiscal year to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours.

B. The City shall allow regular, part-time employees represented by the Association to convert four (4) hours to seven (7) hours of sick leave each fiscal year based on actual hours worked or budgeted to work to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIV. 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.

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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.

XV. 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 supervisor's appointment of an employee to a standard work schedule or approval of an Alternate Work Schedule Implementation 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 within the hours of 12:01 a.m. to 12:00 midnight.

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

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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 ~~sixtyeighty~~ (680) 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 a miscellaneous employee at his/her discretion, subject to the approval of the department head.

Compensatory time accrual may be cashed-out for up to ~~eighty~~ (860) hours per fiscal year. Cash out will be in November and April of the fiscal year.

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 ~~611:5900~~ p.m. on his/her regularly scheduled work day shall receive upon arriving to work a minimum of ~~two-three~~ (32) hours of work at the overtime rate, or if ~~threetwo~~ (32) hours of work is not furnished, a minimum of ~~two-three~~ hours of pay at the overtime rate. If ~~threewo~~ (32) hours of work is not furnished and the employee is released then called back and returns to work within the same ~~two-three~~ (32) 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 ~~612:001~~ ap.m. and 5:59 a.m., holidays, or scheduled days off, shall receive upon arriving to work a minimum of ~~three-four~~ (43) hours of work at the overtime rate or if ~~fourthree~~ (43) hours of work is not furnished, a minimum of ~~three-four~~ (34) hours of pay at the overtime rate. If ~~three-four~~ (34) hours of work is not furnished and the employee is released then called back and returns to work within the same ~~four~~ (34) ~~three~~-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

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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.

XVI. 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:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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,** ~~t~~The City agrees to pay regular full-time employees bilingual assignment pay of ~~\$75~~**\$100.00** per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of ~~\$75~~**\$76** per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of ~~\$50~~**\$38** 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.

XVII. HOLIDAYS

a. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and

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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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval.
- Floating Holiday, 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 employee birthday holiday and 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.

When an employee on an alternate work schedule works on a holiday or the holiday occurs on a day of the week that is the employee's regularly scheduled day off, with the approval of the Department Head or designee, the employee shall be required to take the scheduled day off (8 hours) within 30 days of the holiday, or forfeit the eight hour day off.

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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:

<u>Work Schedule</u>	<u>Holiday Pay</u>
20-25 work hours	4-5 hours per holiday
30-35 work hours	6-7 hours per holiday

XVIII. 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, son, daughter, stepson, stepdaughter, 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.

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:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
20-25 work hours	up to a maximum of 20-25 hours
30-35 work hours	up to a maximum of 30-35 hours

XIX. 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 \$43,000 per employee per fiscal year.
- i. 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 (e.g., Saint Mary's College bachelor's or graduate programs).
- ii. 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

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- iii. 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.
- iv. Reimbursement shall be processed upon evidence of the successful completion of a course(s).
- v. 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.

XX. PERSONNEL REDUCTION PROCEDURE

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.

XXI. 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 his/her own behalf or by the President of the Association or his/her 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

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supervisor involved at the City Administration Building or the employee at his/her 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 his/her (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 his/her 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.

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- 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 his/her 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.

XXII. 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.

XXIII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

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a. Pick-up of Employee Contributions

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

XXIV. 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.

XXV. 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

Attachment A.2

Effective July 1,

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.2
Effective July 1,
2020

Dated: _____

~~JOHN BECKER~~ DAVID J. BENOUN
MERO
City Manager

~~GEORGE EMMETT~~ JESUS
NAME President

~~TERRENCE GRINDALL~~
~~KREUTZER~~ JAMES MURRAY
Assistant City Manager
President

~~KARL~~
NAME Vice

SANDY ABE
Human Resources Director

~~BRYAN COBB~~ KATHRYN DENNIS
NAME Secretary

Attachment A.2
Effective July 1,
ATTACHMENT A

Regular Full-Time / Part-Time Classifications
Newark Association of Miscellaneous Employees

Classifications

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

**Attachment A.2
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Classification					
ACCOUNTING ASSISTANT I	\$5,363.98	\$5,594.67	\$5,845.43	\$6,103.99	\$6,388.18
-	\$30.95	\$32.28	\$33.72	\$35.22	\$36.85
ACCOUNTING ASSISTANT II	\$5,897.84	\$6,159.92	\$6,431.36	\$6,717.36	\$7,025.20
-	\$34.03	\$35.54	\$37.10	\$38.75	\$40.53
ADMIN SUPPORT SPEC I	\$4,860.23	\$5,070.86	\$5,288.19	\$5,525.57	\$5,762.96
-	\$28.04	\$29.26	\$30.51	\$31.88	\$33.25
ADMIN SUPPORT SPEC II	\$5,306.08	\$5,542.16	\$5,787.60	\$6,048.64	\$6,315.92
-	\$30.61	\$31.97	\$33.39	\$34.90	\$36.44
AQUATICS COORDINATOR	\$6,150.56	\$6,426.16	\$6,715.28	\$7,011.68	\$7,319.52
-	\$35.48	\$37.07	\$38.74	\$40.45	\$42.23
BLDG INP/ZONE ENF OFFICER	\$7,906.08	\$8,264.88	\$8,648.64	\$9,053.20	\$9,469.20
-	\$45.61	\$47.68	\$49.90	\$52.23	\$54.63
BUILDING MECHANIC I	\$5,922.80	\$6,220.24	\$6,531.20	\$6,858.80	\$7,202.00
-	\$34.17	\$35.89	\$37.68	\$39.57	\$41.55
BUILDING MECHANIC II	\$6,524.96	\$6,851.52	\$7,193.68	\$7,554.56	\$7,930.00
-	\$37.64	\$39.53	\$41.50	\$43.58	\$45.75
CASHIER	\$5,405.92	\$5,646.16	\$5,900.96	\$6,164.08	\$6,433.44
-	\$31.19	\$32.57	\$34.04	\$35.56	\$37.12
CHILD CARE INSTRUCTOR	\$3,781.44	\$3,971.76	\$4,171.44	\$4,380.48	\$4,600.96
-	\$21.82	\$22.91	\$24.07	\$25.27	\$26.54
COLLECTIONS ASSISTANT	\$5,897.84	\$6,159.92	\$6,431.36	\$6,717.36	\$7,025.20
-	\$34.03	\$35.54	\$37.10	\$38.75	\$40.53
COMMUNITY PRESERV SPECIALIST	\$6,591.52	\$6,891.04	\$7,205.12	\$7,538.96	\$7,888.40
-	\$38.03	\$39.76	\$41.57	\$43.49	\$45.51
ENGINEERING AIDE I	\$5,747.35	\$6,002.57	\$6,271.16	\$6,550.89	\$6,847.35
-	\$33.16	\$34.63	\$36.18	\$37.79	\$39.50
ENGINEERING TECHNICIAN I	\$6,820.32	\$7,125.04	\$7,450.56	\$7,792.72	\$8,147.36
-	\$39.35	\$41.11	\$42.98	\$44.96	\$47.00
ENGINEERING TECHNICIAN II	\$7,305.39	\$7,640.85	\$7,989.69	\$8,359.69	\$8,746.41
-	\$42.15	\$44.08	\$46.09	\$48.23	\$50.46
ENGINEERING TECHNICIAN III	\$7,906.10	\$8,266.08	\$8,649.45	\$9,052.90	\$9,469.71
-	\$45.61	\$47.69	\$49.90	\$52.23	\$54.63
EQUIPMENT MECHANIC I	\$6,090.24	\$6,393.92	\$6,715.28	\$7,050.16	\$7,402.72
-	\$35.14	\$36.89	\$38.74	\$40.67	\$42.71
EQUIPMENT MECHANIC II	\$6,704.88	\$7,039.76	\$7,392.32	\$7,761.52	\$8,148.40
-	\$38.68	\$40.61	\$42.65	\$44.78	\$47.01
FIELD ASSISTANT	\$4,143.63	\$4,358.71	\$4,570.47	\$4,800.05	\$5,039.66
-	\$23.91	\$25.15	\$26.37	\$27.69	\$29.08
FINANCE TECH I	\$7,691.84	\$8,076.64	\$8,482.24	\$8,905.52	\$9,349.60
-	\$44.38	\$46.60	\$48.94	\$51.38	\$53.94
FINANCE TECHNICIAN II	\$8,357.46	\$8,772.05	\$9,212.27	\$9,671.43	\$10,153.99
-	\$48.22	\$50.61	\$53.15	\$55.80	\$58.58

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GENERAL LABORER	\$4,427.28	\$4,648.80	\$4,881.76	\$5,126.16	\$5,383.04
-	\$25.54	\$26.82	\$28.16	\$29.57	\$31.06
INFORMATION SYSTEMS SPECIALIST	\$7,813.52	\$8,172.32	\$8,547.76	\$8,948.16	\$9,358.96
-	\$45.08	\$47.15	\$49.31	\$51.62	\$53.99
INFORMATION SYSTEMS TECHNICIAN	\$6,711.12	\$7,044.96	\$7,394.40	\$7,764.64	\$8,154.64
-	\$38.72	\$40.64	\$42.66	\$44.80	\$47.05
LANDSCAPE & PARKS MAINT WORKER I	\$5,532.80	\$5,809.44	\$6,100.64	\$6,405.36	\$6,726.72
-	\$31.92	\$33.52	\$35.20	\$36.95	\$38.81
LANDSCAPE & PARKS MAINT WORKER II	\$6,093.36	\$6,397.04	\$6,718.40	\$7,055.36	\$7,406.88
-	\$35.15	\$36.91	\$38.76	\$40.70	\$42.73
LANDSCAPE INSPECTOR	\$5,684.64	\$5,968.56	\$6,268.08	\$6,580.08	\$6,909.76
-	\$32.80	\$34.43	\$36.16	\$37.96	\$39.86
PUBLIC WORKS INSPECTOR	\$8,302.32	\$8,678.80	\$9,082.32	\$9,505.60	\$9,942.40
-	\$47.90	\$50.07	\$52.40	\$54.84	\$57.36
RECREATION COORDINATOR	\$6,150.56	\$6,426.16	\$6,715.28	\$7,011.68	\$7,319.52
-	\$35.48	\$37.07	\$38.74	\$40.45	\$42.23
RECYCLING ASSISTANT	\$5,897.84	\$6,159.92	\$6,431.36	\$6,717.36	\$7,025.20
-	\$34.03	\$35.54	\$37.10	\$38.75	\$40.53
SENIOR BUILDING INSPECTOR	\$8,674.64	\$9,080.24	\$9,468.16	\$9,950.72	\$10,416.64
-	\$50.05	\$52.39	\$54.62	\$57.41	\$60.10
SENIOR BUILDING MECHANIC	\$7,184.32	\$7,541.04	\$7,920.64	\$8,315.84	\$8,733.92
-	\$41.45	\$43.51	\$45.70	\$47.98	\$50.39
SENIOR EQUIPMENT MECHANIC	\$7,381.92	\$7,750.08	\$8,138.00	\$8,543.60	\$8,973.12
-	\$42.59	\$44.71	\$46.95	\$49.29	\$51.77
SENIOR STREET MAINT WORKER	\$6,711.38	\$7,046.83	\$7,397.90	\$7,767.91	\$8,156.86
-	\$38.72	\$40.65	\$42.68	\$44.81	\$47.06
SR ADMIN SUPPORT SPECIALIST	\$5,836.48	\$6,096.48	\$6,374.16	\$6,651.84	\$6,950.32
-	\$33.67	\$35.17	\$36.77	\$38.38	\$40.10
SR LANDSCAPE & PARKS MAINT WORKER	\$6,711.12	\$7,046.00	\$7,397.52	\$7,767.76	\$8,155.68
-	\$38.72	\$40.65	\$42.68	\$44.81	\$47.05
STREET MAINTENANCE WORKER I	\$5,532.80	\$5,809.44	\$6,100.64	\$6,405.36	\$6,726.72
-	\$31.92	\$33.52	\$35.20	\$36.95	\$38.81
STREET MAINTENANCE WORKER II	\$6,093.36	\$6,397.04	\$6,718.40	\$7,055.36	\$7,406.88
-	\$35.15	\$36.91	\$38.76	\$40.70	\$42.73
STREET MAINTENANCE WORKER II	\$6,092.85	\$6,397.10	\$6,718.07	\$7,054.63	\$7,406.82
-	\$35.15	\$36.91	\$38.76	\$40.70	\$42.73
STREET MAINTENANCE WORKER LEAD	\$6,402.67	\$6,722.52	\$7,059.09	\$7,411.27	\$7,781.27
-	\$36.94	\$38.78	\$40.73	\$42.76	\$44.89
YOUTH INSTRUCTOR I	\$3,029.15	\$3,179.60	\$3,336.75	\$3,502.80	\$3,678.89
-	\$17.48	\$18.34	\$19.25	\$20.21	\$21.22
YOUTH INSTRUCTOR II	\$3,781.42	\$3,972.00	\$4,171.49	\$4,378.77	\$4,600.55
-	\$21.82	\$22.92	\$24.07	\$25.26	\$26.54

Attachment A.2
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2022

~~*Monthly salaries are based on a 40-hour workweek.~~

**Attachment A.2
Effective July 1,**

**ATTACHMENT A.2
SALARY LIST – EFFECTIVE 07/01/202018**

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,578.54	\$5,818.46	\$6,079.25	\$6,348.15	\$6,643.71
-	\$32.18	\$33.57	\$35.07	\$36.62	\$38.33
ACCOUNTING ASSISTANT II	\$6,133.75	\$6,406.32	\$6,688.61	\$6,986.05	\$7,306.21
-	\$35.39	\$36.96	\$38.59	\$40.30	\$42.15
ADMIN SUPPORT SPEC I	\$5,054.64	\$5,273.69	\$5,499.72	\$5,746.59	\$5,993.48
-	\$29.16	\$30.43	\$31.73	\$33.15	\$34.58
ADMIN SUPPORT SPEC II	\$5,518.32	\$5,763.85	\$6,019.10	\$6,290.59	\$6,568.56
-	\$31.84	\$33.25	\$34.73	\$36.29	\$37.90
AQUATICS COORDINATOR	\$6,396.58	\$6,683.21	\$6,983.89	\$7,292.15	\$7,612.30
-	\$36.90	\$38.56	\$40.29	\$42.07	\$43.92
BLDG INP/ZONE ENF OFFICER	\$8,222.32	\$8,595.48	\$8,994.59	\$9,415.33	\$9,847.97
-	\$47.44	\$49.59	\$51.89	\$54.32	\$56.82
BUILDING MECHANIC I	\$6,159.71	\$6,469.05	\$6,792.45	\$7,133.15	\$7,490.08
-	\$35.54	\$37.32	\$39.19	\$41.15	\$43.21
BUILDING MECHANIC II	\$6,785.96	\$7,125.58	\$7,481.43	\$7,856.74	\$8,247.20
-	\$39.15	\$41.11	\$43.16	\$45.33	\$47.58
CASHIER	\$5,622.16	\$5,872.01	\$6,137.00	\$6,410.64	\$6,690.78
-	\$32.44	\$33.88	\$35.41	\$36.98	\$38.60
CHILD CARE INSTRUCTOR	\$3,932.70	\$4,130.63	\$4,338.30	\$4,555.70	\$4,785.00
-	\$22.69	\$23.83	\$25.03	\$26.28	\$27.61
COLLECTIONS ASSISTANT	\$6,133.75	\$6,406.32	\$6,688.61	\$6,986.05	\$7,306.21
-	\$35.39	\$36.96	\$38.59	\$40.30	\$42.15
COMMUNITY PRESERV SPECIALIST	\$6,855.18	\$7,166.68	\$7,493.32	\$7,840.52	\$8,203.94
-	\$39.55	\$41.35	\$43.23	\$45.23	\$47.33
ENGINEERING AIDE I	\$5,977.24	\$6,242.67	\$6,522.01	\$6,812.93	\$7,121.24
-	\$34.48	\$36.02	\$37.63	\$39.31	\$41.08
ENGINEERING TECHNICIAN I	\$7,093.13	\$7,410.04	\$7,748.58	\$8,104.43	\$8,473.25
-	\$40.92	\$42.75	\$44.70	\$46.76	\$48.88
ENGINEERING TECHNICIAN II	\$7,597.61	\$7,946.48	\$8,309.28	\$8,694.08	\$9,096.27
-	\$43.83	\$45.85	\$47.94	\$50.16	\$52.48
ENGINEERING TECHNICIAN III	\$8,222.34	\$8,596.72	\$8,995.43	\$9,415.02	\$9,848.50
-	\$47.44	\$49.60	\$51.90	\$54.32	\$56.82
EQUIPMENT MECHANIC I	\$6,333.85	\$6,649.68	\$6,983.89	\$7,332.17	\$7,698.83
-	\$36.54	\$38.36	\$40.29	\$42.30	\$44.42
EQUIPMENT MECHANIC II	\$6,973.08	\$7,321.35	\$7,688.01	\$8,071.98	\$8,474.34
-	\$40.23	\$42.24	\$44.35	\$46.57	\$48.89

FIELD ASSISTANT	\$4,309.38	\$4,533.06	\$4,753.29	\$4,992.05	\$5,241.25
-	\$24.86	\$26.15	\$27.42	\$28.80	\$30.24
FINANCE TECH I	\$7,999.51	\$8,399.71	\$8,821.53	\$9,261.74	\$9,723.58

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-	\$46.15	\$48.46	\$50.89	\$53.43	\$56.10
FINANCE TECHNICIAN II	\$8,691.76	\$9,122.93	\$9,580.76	\$10,058.29	\$10,560.15
-	\$50.14	\$52.63	\$55.27	\$58.03	\$60.92
GENERAL LABORER	\$4,604.37	\$4,834.75	\$5,077.03	\$5,331.21	\$5,598.36
-	\$26.56	\$27.89	\$29.29	\$30.76	\$32.30
INFORMATION SYSTEMS SPECIALIST	\$8,126.06	\$8,499.21	\$8,889.67	\$9,306.09	\$9,733.32
-	\$46.88	\$49.03	\$51.29	\$53.69	\$56.15
INFORMATION SYSTEMS TECHNICIAN	\$6,979.56	\$7,326.76	\$7,690.18	\$8,075.23	\$8,480.83
-	\$40.27	\$42.27	\$44.37	\$46.59	\$48.93
LANDSCAPE & PARKS MAINT WORKER I	\$5,754.11	\$6,041.82	\$6,344.67	\$6,661.57	\$6,995.79
-	\$33.20	\$34.86	\$36.60	\$38.43	\$40.36
LANDSCAPE & PARKS MAINT WORKER II	\$6,337.09	\$6,652.92	\$6,987.14	\$7,337.57	\$7,703.16
-	\$36.56	\$38.38	\$40.31	\$42.33	\$44.44
LANDSCAPE INSPECTOR	\$5,912.03	\$6,207.30	\$6,518.80	\$6,843.28	\$7,186.15
-	\$34.11	\$35.81	\$37.61	\$39.48	\$41.46
PUBLIC WORKS INSPECTOR	\$8,634.41	\$9,025.95	\$9,445.61	\$9,885.82	\$10,340.10
-	\$49.81	\$52.07	\$54.49	\$57.03	\$59.65
RECREATION COORDINATOR	\$6,396.58	\$6,683.21	\$6,983.89	\$7,292.15	\$7,612.30
-	\$36.90	\$38.56	\$40.29	\$42.07	\$43.92
RECYCLING ASSISTANT	\$6,133.75	\$6,406.32	\$6,688.61	\$6,986.05	\$7,306.21
-	\$35.39	\$36.96	\$38.59	\$40.30	\$42.15
SENIOR BUILDING INSPECTOR	\$9,021.63	\$9,443.45	\$9,846.89	\$10,348.75	\$10,833.31
-	\$52.05	\$54.48	\$56.81	\$59.70	\$62.50
SENIOR BUILDING MECHANIC	\$7,471.69	\$7,842.68	\$8,237.47	\$8,648.47	\$9,083.28
-	\$43.11	\$45.25	\$47.52	\$49.90	\$52.40
SENIOR EQUIPMENT MECHANIC	\$7,677.20	\$8,060.08	\$8,463.52	\$8,885.34	\$9,332.04
-	\$44.29	\$46.50	\$48.83	\$51.26	\$53.84
SENIOR STREET MAINT WORKER	\$6,979.84	\$7,328.70	\$7,693.82	\$8,078.63	\$8,483.13
-	\$40.27	\$42.28	\$44.39	\$46.61	\$48.94
SR ADMIN SUPPORT SPECIALIST	\$6,069.94	\$6,340.34	\$6,629.13	\$6,917.91	\$7,228.33
-	\$35.02	\$36.58	\$38.24	\$39.91	\$41.70
SR LANDSCAPE & PARKS MAINT WORKER	\$6,979.56	\$7,327.84	\$7,693.42	\$8,078.47	\$8,481.91
-	\$40.27	\$42.28	\$44.39	\$46.61	\$48.93
STREET MAINTENANCE WORKER I	\$5,754.11	\$6,041.82	\$6,344.67	\$6,661.57	\$6,995.79
-	\$33.20	\$34.86	\$36.60	\$38.43	\$40.36
STREET MAINTENANCE WORKER II	\$6,337.09	\$6,652.92	\$6,987.14	\$7,337.57	\$7,703.16
-	\$36.56	\$38.38	\$40.31	\$42.33	\$44.44
STREET MAINTENANCE WORKER LEAD	\$6,658.78	\$6,991.42	\$7,341.45	\$7,707.72	\$8,092.52
-	\$38.42	\$40.34	\$42.35	\$44.47	\$46.69
YOUTH INSTRUCTOR I	\$3,150.32	\$3,306.78	\$3,470.22	\$3,642.91	\$3,826.05
-	\$18.17	\$19.08	\$20.02	\$21.02	\$22.07
YOUTH INSTRUCTOR II	\$3,932.68	\$4,130.88	\$4,338.35	\$4,553.92	\$4,784.57
-	\$22.69	\$23.83	\$25.03	\$26.27	\$27.60

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Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,662.22 \$32.67	\$5,905.74 \$34.07	\$6,170.44 \$35.60	\$6,443.37 \$37.17	\$6,743.37 \$38.90
ACCOUNTING ASSISTANT II	\$6,225.76 \$35.92	\$6,502.41 \$37.51	\$6,788.94 \$39.17	\$7,090.84 \$40.91	\$7,415.80 \$42.78
ADMIN SUPPORT SPEC I	\$5,130.46 \$29.60	\$5,352.80 \$30.88	\$5,582.22 \$32.20	\$5,832.79 \$33.65	\$6,083.38 \$35.10
ADMIN SUPPORT SPEC II	\$5,601.09 \$32.31	\$5,850.31 \$33.75	\$6,109.39 \$35.25	\$6,384.95 \$36.84	\$6,667.09 \$38.46
AQUATICS COORDINATOR	\$6,492.53 \$37.46	\$6,783.46 \$39.14	\$7,088.65 \$40.90	\$7,401.53 \$42.70	\$7,726.48 \$44.58
BUILDING INSPECTOR I	\$8,345.65 \$48.15	\$8,724.41 \$50.33	\$9,129.51 \$52.67	\$9,556.56 \$55.13	\$9,995.69 \$57.67
BUILDING INSPECTOR II	\$8,762.94 \$50.56	\$9,160.63 \$52.85	\$9,585.98 \$55.30	\$10,034.39 \$57.89	\$10,495.48 \$60.55
BUILDING MECHANIC I	\$6,252.11 \$36.07	\$6,566.09 \$37.88	\$6,894.34 \$39.77	\$7,240.15 \$41.77	\$7,602.43 \$43.86
BUILDING MECHANIC II	\$6,887.75 \$39.74	\$7,232.46 \$41.73	\$7,593.65 \$43.81	\$7,974.59 \$46.01	\$8,370.91 \$48.29
CASHIER	\$5,706.49 \$32.92	\$5,960.09 \$34.38	\$6,229.06 \$35.94	\$6,506.80 \$37.54	\$6,791.14 \$39.18
CHILD CARE INSTRUCTOR	\$3,991.69 \$23.03	\$4,192.59 \$24.19	\$4,403.37 \$25.40	\$4,624.04 \$26.68	\$4,856.78 \$28.02
COLLECTIONS ASSISTANT	\$6,225.76 \$35.92	\$6,502.41 \$37.51	\$6,788.94 \$39.17	\$7,090.84 \$40.91	\$7,415.80 \$42.78
COMMUNITY PRESERV SPECIALIST	\$6,958.01 \$40.14	\$7,274.18 \$41.97	\$7,605.72 \$43.88	\$7,958.13 \$45.91	\$8,327.00 \$48.04
ENGINEERING AIDE I	\$6,066.90 \$35.00	\$6,336.31 \$36.56	\$6,619.84 \$38.19	\$6,915.12 \$39.89	\$7,228.06 \$41.70
ENGINEERING TECHNICIAN I	\$7,199.53 \$41.54	\$7,521.19 \$43.39	\$7,864.81 \$45.37	\$8,226.00 \$47.46	\$8,600.35 \$49.62
ENGINEERING TECHNICIAN II	\$7,711.57 \$44.49	\$8,065.68 \$46.53	\$8,433.92 \$48.66	\$8,824.49 \$50.91	\$9,232.71 \$53.27
ENGINEERING TECHNICIAN III	\$8,345.68 \$48.15	\$8,725.67 \$50.34	\$9,130.36 \$52.67	\$9,556.25 \$55.13	\$9,996.23 \$57.67
EQUIPMENT MECHANIC I	\$6,428.86 \$37.09	\$6,749.43 \$38.94	\$7,088.65 \$40.90	\$7,442.15 \$42.94	\$7,814.31 \$45.08
EQUIPMENT MECHANIC II	\$7,077.68 \$40.83	\$7,431.17 \$42.87	\$7,803.33 \$45.02	\$8,193.06 \$47.27	\$8,601.46 \$49.62
FIELD ASSISTANT	\$4,374.02 \$25.23	\$4,601.06 \$26.54	\$4,824.59 \$27.83	\$5,066.93 \$29.23	\$5,319.87 \$30.69
FINANCE TECHNICIAN I	\$8,119.50 \$46.84	\$8,525.71 \$49.19	\$8,953.85 \$51.66	\$9,400.67 \$54.23	\$9,869.43 \$56.94
FINANCE TECHNICIAN II	\$8,822.14 \$50.90	\$9,259.77 \$53.42	\$9,724.47 \$56.10	\$10,209.16 \$58.90	\$10,718.55 \$61.84

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GENERAL LABORER	\$4,673.44	\$4,907.27	\$5,153.19	\$5,411.18	\$5,682.34
	\$26.96	\$28.31	\$29.73	\$31.22	\$32.78
INFORMATION SYSTEMS SPECIALIST	\$8,247.95	\$8,626.70	\$9,023.02	\$9,445.68	\$9,879.32
	\$47.58	\$49.77	\$52.06	\$54.49	\$57.00
INFORMATION SYSTEMS TECHNICIAN	\$7,084.25	\$7,436.66	\$7,805.53	\$8,196.36	\$8,608.04
	\$40.87	\$42.90	\$45.03	\$47.29	\$49.66
LANDSCAPE & PARKS MAINT WORKER I	\$5,840.42	\$6,132.45	\$6,439.84	\$6,761.49	\$7,100.73
	\$33.69	\$35.38	\$37.15	\$39.01	\$40.97
LANDSCAPE & PARKS MAINT WORKER II	\$6,432.15	\$6,752.71	\$7,091.95	\$7,447.63	\$7,818.71
	\$37.11	\$38.96	\$40.91	\$42.97	\$45.11
LANDSCAPE INSPECTOR	\$6,000.71	\$6,300.41	\$6,616.58	\$6,945.93	\$7,293.94
	\$34.62	\$36.35	\$38.17	\$40.07	\$42.08
LEAD CHILD CARE INSTRUCTOR	\$4,590.45	\$4,821.47	\$5,063.89	\$5,317.65	\$5,585.29
	\$26.48	\$27.82	\$29.21	\$30.68	\$32.22
PERMIT TECHNICIAN	\$6,530.65	\$6,821.57	\$7,132.28	\$7,442.98	\$7,776.96
	\$37.68	\$39.36	\$41.15	\$42.94	\$44.87
PUBLIC WORKS INSPECTOR	\$8,763.93	\$9,161.34	\$9,587.29	\$10,034.11	\$10,495.20
	\$50.56	\$52.85	\$55.31	\$57.89	\$60.55
RECREATION COORDINATOR	\$6,492.53	\$6,783.46	\$7,088.65	\$7,401.53	\$7,726.48
	\$37.46	\$39.14	\$40.90	\$42.70	\$44.58
RECYCLING ASSISTANT	\$6,225.76	\$6,502.41	\$6,788.94	\$7,090.84	\$7,415.80
	\$35.92	\$37.51	\$39.17	\$40.91	\$42.78
SR ADMIN SUPPORT SPECIALIST	\$6,160.99	\$6,435.45	\$6,728.57	\$7,021.68	\$7,336.75
	\$35.54	\$37.13	\$38.82	\$40.51	\$42.33
SR BUILDING INSPECTOR	\$9,156.95	\$9,585.10	\$9,994.59	\$10,503.98	\$10,995.81
	\$52.83	\$55.30	\$57.66	\$60.60	\$63.44
SR BUILDING MECHANIC	\$7,583.77	\$7,960.32	\$8,361.03	\$8,778.20	\$9,219.53
	\$43.75	\$45.92	\$48.24	\$50.64	\$53.19
SR EQUIPMENT MECHANIC	\$7,792.36	\$8,180.98	\$8,590.47	\$9,018.62	\$9,472.02
	\$44.96	\$47.20	\$49.56	\$52.03	\$54.65
SR LANDSCAPE & PARKS MAINT WORKER	\$7,084.25	\$7,437.76	\$7,808.82	\$8,199.65	\$8,609.14
	\$40.87	\$42.91	\$45.05	\$47.31	\$49.67
SR LANDSCAPE INSPECTOR	\$7,084.25	\$7,437.76	\$7,808.82	\$8,199.65	\$8,609.14
	\$40.87	\$42.91	\$45.05	\$47.31	\$49.67
SR STREET MAINT WORKER	\$7,084.54	\$7,438.63	\$7,809.23	\$8,199.81	\$8,610.38
	\$40.87	\$42.91	\$45.05	\$47.31	\$49.67
STREET MAINTENANCE WORKER I	\$5,840.42	\$6,132.45	\$6,439.84	\$6,761.49	\$7,100.73
	\$33.69	\$35.38	\$37.15	\$39.01	\$40.97
STREET MAINTENANCE WORKER II	\$6,432.15	\$6,752.71	\$7,091.95	\$7,447.63	\$7,818.71
	\$37.11	\$38.96	\$40.91	\$42.97	\$45.11
STREET MAINTENANCE WORKER LEAD	\$6,758.66	\$7,096.29	\$7,451.57	\$7,823.34	\$8,213.91
	\$38.99	\$40.94	\$42.99	\$45.13	\$47.39
VEHICLE ABATEMENT OFFICER	\$5,102.10	\$5,357.20	\$5,624.62	\$5,906.11	\$6,201.68
	\$29.44	\$30.91	\$32.45	\$34.07	\$35.78
YOUTH INSTRUCTOR I	\$3,197.57	\$3,356.38	\$3,522.27	\$3,697.55	\$3,883.44
	\$18.45	\$19.36	\$20.32	\$21.33	\$22.40
YOUTH INSTRUCTOR II	\$3,991.67	\$4,192.84	\$4,403.43	\$4,622.23	\$4,856.34
	\$23.03	\$24.19	\$25.40	\$26.67	\$28.02

Attachment A.2
Effective July 1, 2020

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,747.15	\$5,994.32	\$6,263.00	\$6,540.02	\$6,844.52
	\$33.16	\$34.58	\$36.13	\$37.73	\$39.49
ACCOUNTING ASSISTANT II	\$6,319.14	\$6,599.95	\$6,890.77	\$7,197.20	\$7,527.04
	\$36.46	\$38.08	\$39.75	\$41.52	\$43.43
ADMIN SUPPORT SPEC I	\$5,207.42	\$5,433.09	\$5,665.95	\$5,920.28	\$6,174.63
	\$30.04	\$31.34	\$32.69	\$34.16	\$35.62
ADMIN SUPPORT SPEC II	\$5,685.11	\$5,938.06	\$6,201.03	\$6,480.72	\$6,767.09
	\$32.80	\$34.26	\$35.77	\$37.39	\$39.04
AQUATICS COORDINATOR	\$6,589.92	\$6,885.21	\$7,194.98	\$7,512.56	\$7,842.38
	\$38.02	\$39.72	\$41.51	\$43.34	\$45.24
BUILDING INSPECTOR I	\$8,470.84	\$8,855.28	\$9,266.45	\$9,699.91	\$10,145.62
	\$48.87	\$51.09	\$53.46	\$55.96	\$58.53
BUILDING INSPECTOR II	\$8,894.39	\$9,298.04	\$9,729.77	\$10,184.91	\$10,652.91
	\$51.31	\$53.64	\$56.13	\$58.76	\$61.46
BUILDING MECHANIC I	\$6,345.89	\$6,664.58	\$6,997.75	\$7,348.75	\$7,716.47
	\$36.61	\$38.45	\$40.37	\$42.40	\$44.52
BUILDING MECHANIC II	\$6,991.07	\$7,340.95	\$7,707.56	\$8,094.21	\$8,496.47
	\$40.33	\$42.35	\$44.47	\$46.70	\$49.02
CASHIER	\$5,792.09	\$6,049.49	\$6,322.49	\$6,604.40	\$6,893.01
	\$33.42	\$34.90	\$36.48	\$38.10	\$39.77
CHILD CARE INSTRUCTOR	\$4,051.57	\$4,255.48	\$4,469.43	\$4,693.40	\$4,929.63
	\$23.37	\$24.55	\$25.79	\$27.08	\$28.44
COLLECTIONS ASSISTANT	\$6,319.14	\$6,599.95	\$6,890.77	\$7,197.20	\$7,527.04
	\$36.46	\$38.08	\$39.75	\$41.52	\$43.43
COMMUNITY PRESERV SPECIALIST	\$7,062.38	\$7,383.29	\$7,719.81	\$8,077.50	\$8,451.90
	\$40.74	\$42.60	\$44.54	\$46.60	\$48.76
ENGINEERING AIDE I	\$6,157.90	\$6,431.35	\$6,719.14	\$7,018.85	\$7,336.48
	\$35.53	\$37.10	\$38.76	\$40.49	\$42.33
ENGINEERING TECHNICIAN I	\$7,307.52	\$7,634.01	\$7,982.78	\$8,349.39	\$8,729.35
	\$42.16	\$44.04	\$46.05	\$48.17	\$50.36
ENGINEERING TECHNICIAN II	\$7,827.25	\$8,186.66	\$8,560.43	\$8,956.86	\$9,371.20
	\$45.16	\$47.23	\$49.39	\$51.67	\$54.06
ENGINEERING TECHNICIAN III	\$8,470.86	\$8,856.56	\$9,267.32	\$9,699.59	\$10,146.17
	\$48.87	\$51.10	\$53.47	\$55.96	\$58.54
EQUIPMENT MECHANIC I	\$6,525.29	\$6,850.67	\$7,194.98	\$7,553.78	\$7,931.53
	\$37.65	\$39.52	\$41.51	\$43.58	\$45.76
EQUIPMENT MECHANIC II	\$7,183.84	\$7,542.64	\$7,920.38	\$8,315.96	\$8,730.48
	\$41.45	\$43.51	\$45.69	\$47.98	\$50.37
FIELD ASSISTANT	\$4,439.63	\$4,670.07	\$4,896.96	\$5,142.93	\$5,399.67
	\$25.61	\$26.94	\$28.25	\$29.67	\$31.15
FINANCE TECHNICIAN I	\$8,241.30	\$8,653.59	\$9,088.16	\$9,541.68	\$10,017.48
	\$47.55	\$49.92	\$52.43	\$55.05	\$57.79
FINANCE TECHNICIAN II	\$8,954.47	\$9,398.67	\$9,870.34	\$10,362.30	\$10,879.33
	\$51.66	\$54.22	\$56.94	\$59.78	\$62.77

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GENERAL LABORER	\$4,743.54	\$4,980.88	\$5,230.48	\$5,492.35	\$5,767.57
	\$27.37	\$28.74	\$30.18	\$31.69	\$33.27
INFORMATION SYSTEMS SPECIALIST	\$8,371.67	\$8,756.10	\$9,158.36	\$9,587.37	\$10,027.51
	\$48.30	\$50.52	\$52.84	\$55.31	\$57.85
INFORMATION SYSTEMS TECHNICIAN	\$7,190.52	\$7,548.21	\$7,922.62	\$8,319.30	\$8,737.16
	\$41.48	\$43.55	\$45.71	\$48.00	\$50.41
LANDSCAPE & PARKS MAINT WORKER I	\$5,928.03	\$6,224.43	\$6,536.44	\$6,862.92	\$7,207.24
	\$34.20	\$35.91	\$37.71	\$39.59	\$41.58
LANDSCAPE & PARKS MAINT WORKER II	\$6,528.63	\$6,854.00	\$7,198.33	\$7,559.35	\$7,935.99
	\$37.66	\$39.54	\$41.53	\$43.61	\$45.78
LANDSCAPE INSPECTOR	\$6,090.72	\$6,394.92	\$6,715.83	\$7,050.12	\$7,403.35
	\$35.14	\$36.89	\$38.74	\$40.67	\$42.71
LEAD CHILD CARE INSTRUCTOR	\$4,659.31	\$4,893.80	\$5,139.84	\$5,397.41	\$5,669.07
	\$26.88	\$28.23	\$29.65	\$31.14	\$32.71
PERMIT TECHNICIAN	\$6,628.61	\$6,923.89	\$7,239.27	\$7,554.63	\$7,893.61
	\$38.24	\$39.95	\$41.76	\$43.58	\$45.54
PUBLIC WORKS INSPECTOR	\$8,895.39	\$9,298.76	\$9,731.10	\$10,184.62	\$10,652.63
	\$51.32	\$53.65	\$56.14	\$58.76	\$61.46
RECREATION COORDINATOR	\$6,589.92	\$6,885.21	\$7,194.98	\$7,512.56	\$7,842.38
	\$38.02	\$39.72	\$41.51	\$43.34	\$45.24
RECYCLING ASSISTANT	\$6,319.14	\$6,599.95	\$6,890.77	\$7,197.20	\$7,527.04
	\$36.46	\$38.08	\$39.75	\$41.52	\$43.43
SR ADMIN SUPPORT SPECIALIST	\$6,253.40	\$6,531.98	\$6,829.50	\$7,127.00	\$7,446.81
	\$36.08	\$37.68	\$39.40	\$41.12	\$42.96
SR BUILDING INSPECTOR	\$9,294.31	\$9,728.88	\$10,144.51	\$10,661.54	\$11,160.75
	\$53.62	\$56.13	\$58.53	\$61.51	\$64.39
SR BUILDING MECHANIC	\$7,697.52	\$8,079.73	\$8,486.45	\$8,909.87	\$9,357.82
	\$44.41	\$46.61	\$48.96	\$51.40	\$53.99
SR EQUIPMENT MECHANIC	\$7,909.24	\$8,303.70	\$8,719.33	\$9,153.90	\$9,614.10
	\$45.63	\$47.91	\$50.30	\$52.81	\$55.47
SR LANDSCAPE & PARKS MAINT WORKER	\$7,190.52	\$7,549.32	\$7,925.95	\$8,322.64	\$8,738.28
	\$41.48	\$43.55	\$45.73	\$48.01	\$50.41
SR LANDSCAPE INSPECTOR	\$7,190.52	\$7,549.32	\$7,925.95	\$8,322.64	\$8,738.28
	\$41.48	\$43.55	\$45.73	\$48.01	\$50.41
SR STREET MAINT WORKER	\$7,190.81	\$7,550.21	\$7,926.37	\$8,322.81	\$8,739.53
	\$41.49	\$43.56	\$45.73	\$48.02	\$50.42
STREET MAINTENANCE WORKER I	\$5,928.03	\$6,224.43	\$6,536.44	\$6,862.92	\$7,207.24
	\$34.20	\$35.91	\$37.71	\$39.59	\$41.58
STREET MAINTENANCE WORKER II	\$6,528.63	\$6,854.00	\$7,198.33	\$7,559.35	\$7,935.99
	\$37.66	\$39.54	\$41.53	\$43.61	\$45.78
STREET MAINTENANCE WORKER LEAD	\$6,860.04	\$7,202.74	\$7,563.35	\$7,940.69	\$8,337.12
	\$39.58	\$41.55	\$43.63	\$45.81	\$48.10
VEHICLE ABATEMENT OFFICER	\$5,178.63	\$5,437.56	\$5,708.99	\$5,994.70	\$6,294.71
	\$29.88	\$31.37	\$32.94	\$34.58	\$36.32
YOUTH INSTRUCTOR I	\$3,245.54	\$3,406.73	\$3,575.11	\$3,753.02	\$3,941.69
	\$18.72	\$19.65	\$20.63	\$21.65	\$22.74
YOUTH INSTRUCTOR II	\$4,051.55	\$4,255.74	\$4,469.48	\$4,691.56	\$4,929.18
	\$23.37	\$24.55	\$25.79	\$27.07	\$28.44

Attachment A.2
Effective July 1, 2021

SALARY LIST - EFFECTIVE 07/01/2021

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,833.36 \$33.65	\$6,084.24 \$35.10	\$6,356.94 \$36.67	\$6,638.12 \$38.30	\$6,947.18 \$40.08
ACCOUNTING ASSISTANT II	\$6,413.93 \$37.00	\$6,698.95 \$38.65	\$6,994.13 \$40.35	\$7,305.16 \$42.14	\$7,639.95 \$44.08
ADMIN SUPPORT SPEC I	\$5,285.53 \$30.49	\$5,514.58 \$31.81	\$5,750.94 \$33.18	\$6,009.08 \$34.67	\$6,267.25 \$36.16
ADMIN SUPPORT SPEC II	\$5,770.39 \$33.29	\$6,027.13 \$34.77	\$6,294.04 \$36.31	\$6,577.93 \$37.95	\$6,868.60 \$39.63
AQUATICS COORDINATOR	\$6,688.77 \$38.59	\$6,988.49 \$40.32	\$7,302.90 \$42.13	\$7,625.24 \$43.99	\$7,960.02 \$45.92
BUILDING INSPECTOR I	\$8,597.90 \$49.60	\$8,988.11 \$51.85	\$9,405.45 \$54.26	\$9,845.41 \$56.80	\$10,297.81 \$59.41
BUILDING INSPECTOR II	\$9,027.80 \$52.08	\$9,437.51 \$54.45	\$9,875.72 \$56.98	\$10,337.68 \$59.64	\$10,812.70 \$62.38
BUILDING MECHANIC I	\$6,441.08 \$37.16	\$6,764.55 \$39.03	\$7,102.72 \$40.98	\$7,458.98 \$43.03	\$7,832.21 \$45.19
BUILDING MECHANIC II	\$7,095.93 \$40.94	\$7,451.06 \$42.99	\$7,823.17 \$45.13	\$8,215.62 \$47.40	\$8,623.92 \$49.75
CASHIER	\$5,878.97 \$33.92	\$6,140.23 \$35.42	\$6,417.33 \$37.02	\$6,703.47 \$38.67	\$6,996.40 \$40.36
CHILD CARE INSTRUCTOR	\$4,112.34 \$23.72	\$4,319.31 \$24.92	\$4,536.47 \$26.17	\$4,763.80 \$27.48	\$5,003.57 \$28.87
COLLECTIONS ASSISTANT	\$6,413.93 \$37.00	\$6,698.95 \$38.65	\$6,994.13 \$40.35	\$7,305.16 \$42.14	\$7,639.95 \$44.08
COMMUNITY PRESERV SPECIALIST	\$7,168.31 \$41.36	\$7,494.04 \$43.23	\$7,835.60 \$45.21	\$8,198.66 \$47.30	\$8,578.68 \$49.49
ENGINEERING AIDE I	\$6,250.27 \$36.06	\$6,527.83 \$37.66	\$6,819.92 \$39.35	\$7,124.13 \$41.10	\$7,446.53 \$42.96
ENGINEERING TECHNICIAN I	\$7,417.13 \$42.79	\$7,748.52 \$44.70	\$8,102.52 \$46.75	\$8,474.63 \$48.89	\$8,860.29 \$51.12
ENGINEERING TECHNICIAN II	\$7,944.66 \$45.83	\$8,309.46 \$47.94	\$8,688.83 \$50.13	\$9,091.21 \$52.45	\$9,511.77 \$54.88
ENGINEERING TECHNICIAN III	\$8,597.92 \$49.60	\$8,989.40 \$51.86	\$9,406.33 \$54.27	\$9,845.08 \$56.80	\$10,298.36 \$59.41
EQUIPMENT MECHANIC I	\$6,623.17 \$38.21	\$6,953.43 \$40.12	\$7,302.90 \$42.13	\$7,667.09 \$44.23	\$8,050.50 \$46.44
EQUIPMENT MECHANIC II	\$7,291.60 \$42.07	\$7,655.78 \$44.17	\$8,039.19 \$46.38	\$8,440.69 \$48.70	\$8,861.43 \$51.12
FIELD ASSISTANT	\$4,506.23 \$26.00	\$4,740.12 \$27.35	\$4,970.41 \$28.68	\$5,220.08 \$30.12	\$5,480.66 \$31.62
FINANCE TECHNICIAN I	\$8,364.91 \$48.26	\$8,783.40 \$50.67	\$9,224.48 \$53.22	\$9,684.80 \$55.87	\$10,167.74 \$58.66
FINANCE TECHNICIAN II	\$9,088.79 \$52.44	\$9,539.65 \$55.04	\$10,018.39 \$57.80	\$10,517.74 \$60.68	\$11,042.52 \$63.71

**Attachment A.2
Effective July 1, 2021**

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GENERAL LABORER	\$4,814.69	\$5,055.59	\$5,308.94	\$5,574.73	\$5,854.08
	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77
INFORMATION SYSTEMS SPECIALIST	\$8,497.25	\$8,887.44	\$9,295.74	\$9,731.18	\$10,177.92
	\$49.02	\$51.27	\$53.63	\$56.14	\$58.72
INFORMATION SYSTEMS TECHNICIAN	\$7,298.37	\$7,661.43	\$8,041.45	\$8,444.09	\$8,868.22
	\$42.11	\$44.20	\$46.39	\$48.72	\$51.16
LANDSCAPE & PARKS MAINT WORKER I	\$6,016.95	\$6,317.80	\$6,634.48	\$6,965.86	\$7,315.35
	\$34.71	\$36.45	\$38.28	\$40.19	\$42.20
LANDSCAPE & PARKS MAINT WORKER II	\$6,626.56	\$6,956.81	\$7,306.30	\$7,672.74	\$8,055.03
	\$38.23	\$40.14	\$42.15	\$44.27	\$46.47
LANDSCAPE INSPECTOR	\$6,182.08	\$6,490.84	\$6,816.57	\$7,155.87	\$7,514.40
	\$35.67	\$37.45	\$39.33	\$41.28	\$43.35
LEAD CHILD CARE INSTRUCTOR	\$4,729.20	\$4,967.20	\$5,216.94	\$5,478.37	\$5,754.11
	\$27.28	\$28.66	\$30.10	\$31.61	\$33.20
PERMIT TECHNICIAN	\$6,728.04	\$7,027.75	\$7,347.86	\$7,667.95	\$8,012.02
	\$38.82	\$40.54	\$42.39	\$44.24	\$46.22
PUBLIC WORKS INSPECTOR	\$9,028.82	\$9,438.24	\$9,877.07	\$10,337.39	\$10,812.42
	\$52.09	\$54.45	\$56.98	\$59.64	\$62.38
RECREATION COORDINATOR	\$6,688.77	\$6,988.49	\$7,302.90	\$7,625.24	\$7,960.02
	\$38.59	\$40.32	\$42.13	\$43.99	\$45.92
RECYCLING ASSISTANT	\$6,413.93	\$6,698.95	\$6,994.13	\$7,305.16	\$7,639.95
	\$37.00	\$38.65	\$40.35	\$42.14	\$44.08
SR ADMIN SUPPORT SPECIALIST	\$6,347.20	\$6,629.96	\$6,931.94	\$7,233.91	\$7,558.51
	\$36.62	\$38.25	\$39.99	\$41.73	\$43.61
SR BUILDING INSPECTOR	\$9,433.72	\$9,874.81	\$10,296.68	\$10,821.46	\$11,328.16
	\$54.43	\$56.97	\$59.40	\$62.43	\$65.35
SR BUILDING MECHANIC	\$7,812.98	\$8,200.92	\$8,613.74	\$9,043.52	\$9,498.19
	\$45.07	\$47.31	\$49.69	\$52.17	\$54.80
SR EQUIPMENT MECHANIC	\$8,027.88	\$8,428.25	\$8,850.12	\$9,291.21	\$9,758.31
	\$46.31	\$48.62	\$51.06	\$53.60	\$56.30
SR LANDSCAPE & PARKS MAINT WORKER	\$7,298.37	\$7,662.56	\$8,044.84	\$8,447.48	\$8,869.35
	\$42.11	\$44.21	\$46.41	\$48.74	\$51.17
SR LANDSCAPE INSPECTOR	\$7,298.37	\$7,662.56	\$8,044.84	\$8,447.48	\$8,869.35
	\$42.11	\$44.21	\$46.41	\$48.74	\$51.17
SR STREET MAINT WORKER	\$7,298.67	\$7,663.46	\$8,045.26	\$8,447.65	\$8,870.63
	\$42.11	\$44.21	\$46.41	\$48.74	\$51.18

Resolution No. ~~10675XXXXX~~

Attachment A.2
Effective July 1, 2021

STREET MAINTENANCE WORKER I	\$6,016.95	\$6,317.80	\$6,634.48	\$6,965.86	\$7,315.35
	\$34.71	\$36.45	\$38.28	\$40.19	\$42.20
STREET MAINTENANCE WORKER II	\$6,626.56	\$6,956.81	\$7,306.30	\$7,672.74	\$8,055.03
	\$38.23	\$40.14	\$42.15	\$44.27	\$46.47
STREET MAINTENANCE WORKER LEAD	\$6,962.94	\$7,310.78	\$7,676.80	\$8,059.80	\$8,462.17
	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
VEHICLE ABATEMENT OFFICER	\$5,256.31	\$5,519.12	\$5,794.63	\$6,084.62	\$6,389.13
	\$30.32	\$31.84	\$33.43	\$35.10	\$36.86
YOUTH INSTRUCTOR I	\$3,294.22	\$3,457.83	\$3,628.73	\$3,809.31	\$4,000.82
	\$19.01	\$19.95	\$20.93	\$21.98	\$23.08
YOUTH INSTRUCTOR II	\$4,112.32	\$4,319.57	\$4,536.52	\$4,761.94	\$5,003.12
	\$23.72	\$24.92	\$26.17	\$27.47	\$28.86

Attachment A.2
Effective July 1, 2021

*Monthly salaries are based on a 40-hour workweek.

ATTACHMENT 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 he/she 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 he/she 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.

3319681.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the current Memorandum of Understanding between the City of Newark (the "City") and the Newark Police Association ("NPA") expired on June 30, 2019; and

WHEREAS, the City and NPA entered into negotiations for a successor memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.*) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has met and conferred in good faith with the representatives of NPA on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NPA have reached a tentative agreement to a successor Memorandum of Understanding dated July 1, 2019 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A with a redlined version of the prior MOU attached hereto as Exhibit B for general reference only; and

WHEREAS, the membership of NPA ratified the agreement as of June 25, 2019; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the MOU for NPA, effective July 1, 2019 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that Resolution No. 10676 pertaining to the NPA MOU is hereby repealed effective June 30, 2019, and that if any provisions contained

herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective July 1, 2019.

3319058.1

EXHIBIT A

Memorandum of Understanding
Between City
of Newark and
Newark Police Association

July 1, 2019

Through

June 30, 2022

Adopted

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION**

I. TERM

This agreement shall be in effect from July 1, 2019 through June 30, 2022.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

- A. "Base Hourly Rate." The term "base hourly rate" shall mean the hourly compensation rate for regular part-time classifications, 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, life insurance, 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 Newark Police Association.
- D. "Employer". The term "employer" shall mean the City of Newark.
- E. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

- F. "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 and dental premiums as a before-tax conversion of salary.
- G. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Police Record Supervisor, Public Safety Dispatcher, and Red Light Photo Enforcement Technician.
- H. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.
- I. "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.
- J. "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.).
- K. "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 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".
- L. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.
- M. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.
- N. "Four-Ten Work Schedule" shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.
- O. "3/12 ½ Work Schedule" shall mean a work schedule for full-time Public Safety Dispatchers / Lead Public Safety Dispatchers that equates to 40-hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher / Lead Public Safety Dispatcher assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

- P. "160-Hour Work Schedule" shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.
- Q. "28-Day Work Cycle" for sworn personnel means the Fair Labor Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.
- R. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.
- S. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.
- T. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of salary and benefit survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

V. SALARY INCREASE

A. Market Equity Adjustments

1. Methodology

- a. Market Equity Adjustments shall be suspended during the term of this agreement, however, the parties mutually acknowledge the need to provide competitive compensation packages to recruit and retain highly qualified personnel. Further, although the wage increases set forth herein not based upon the survey method set forth below, the parties believe the enhanced wages and benefits set forth in this Agreement would satisfy the survey criteria.
- b. Formula for computing salary adjustments: The salary ranges for all classifications represented by the Association shall be increased by an amount determined by calculating the percent difference between the top step total compensation of the classifications represented by

the Association and the mean of the top step total compensation for labor market (as defined in Section IV) classifications known on a specified date, but effective no later than a specified date. All calculations shall be based upon a 40 hour workweek.

The following is for illustrative purposes only:

If the mean of the top step total monthly compensation for the labor market was \$8,500 for the position of Police Officer, and top step total monthly compensation for the City of Newark classification of Police Officer was \$8,400, then \$8,500 would be subtracted from \$8,400, equaling -\$100. Then, -\$100 would be divided by \$8,400, which equals -0.01190, rounded to the nearest hundred-thousandth. Next, -0.01190 is multiplied by 100 to derive a percent, which is then rounded to the nearest tenth, which in this case equals -1.2%. A negative number indicates the classification is below market, and therefore a market adjustment is needed, which in this case results in a salary increase for Police Officer equal to 1.2% of total compensation. If the percentage were to be positive, at or above 0.0%, the classification would not be entitled to a market adjustment.

- c. "Total compensation" for survey purposes shall include:

Top step base salary.

That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).

The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.

Any premiums paid by the employer for life insurance.

Any premiums paid by the employer for long term and/or short term disability.

- d. For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes all the items in paragraph (c), but adds the following:

The maximum amount paid by the employer for educational achievements or POST certificates.

The maximum number of holiday hours or holiday

pay provided by the employer.

2. General Salary Increase

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

- a. Effective July 1, 2019, salary increase shall be one and one-half percent (1.5%).
- b. Effective July 1, 2020, salary increase shall be one and one-half percent (1.5%).
- c. Effective July 1, 2021, salary increase shall be one and one-half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations on 1.5% increase scheduled for the July 1, 2021.

VI. HEALTH AND WELFARE PROGRAM

- A. 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. 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.
- B. 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.
- C. Effective for the 2020 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$844

Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

Effective for the 2021 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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

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

- D. Cash Back / Cash in Lieu of Benefits: Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.
- E. 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.
- F. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a \$50,000 life insurance policy.

VII. UNIFORM ALLOWANCE

- A. Police Officer, Police Sergeant, Community Service Officer, and Animal Control Officer
 - 1. Upon appointment to the classification of Police Officer, Community Service Officer, or Animal Control 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 Police Officer, Community Service Officer, or Animal Control Officer. Reimbursement shall be made upon receipt of evidence of purchase.
 - 2. Upon completion of 12 months of continuous active employment or upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of \$100.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers and Animal Control Officers shall receive a monthly uniform allowance of \$100.
4. If the employment of a Police Officer, Community Service Officer, or Animal Control 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 Provision VII.A.3.above shall be returned to the City.

B. Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Clerks, and Police Records Supervisor

1. Effective July 1, 2019 upon appointment to the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.
2. Effective July 1, 2019, existing employees in the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.
3. Upon completion of 12 months of continuous active employment or upon reinstatement, Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Clerks, and Police Records Supervisors shall receive a monthly uniform allowance of \$45.

C. Motorcycle Duty

Upon approval of the Police Chief, employees assigned to motorcycle duty will be provided one pair of boots, two pairs of trousers, and one leather jacket. The motorcycle apparel shall conform to Police Department standards established by the Police Chief. Replacement of damaged or used apparel shall be at the discretion of the Police Chief. Employees shall either return the leather jackets at the completion of the motorcycle

assignment or purchase the jacket issued to the employee from the City at a cost of \$250. Duration of motorcycle duty assignments shall be at the discretion of the Police Chief.

VIII. VACATION LEAVE

- A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.
- B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.
- C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.
 - 1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.
 - 2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.
 - 3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.
 - 4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.
 - 5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.
 - 6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.
- D. Regular full-time employees who separate from City service after 90 days

of continuous service shall be paid for that part of his/her 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 completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

- E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.
- F. The Police Chief shall set the shift work schedules no later than October 1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.
- G. It is the mutual understanding and intent of both parties that the term "vacation" for the purpose of determining when the employee is away from work includes the employee's days off preceding and following his or her regularly assigned shift (e.g. If the employee works Fri.-Sun. then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City's ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees' normal workweek. However, if that is not possible the City may assign the payback day as needed.
- H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

20-25 Hour

30-35 Hour

	<u>Work Schedule</u>	<u>Work Schedule</u>
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5th & following	5.00 – 6.25	7.50 – 8.75
During the 10th & following	6.67 – 8.33	10.00 – 11.67
During the 15 th & following	7.33 – 9.16	11.00 – 12.83
During the 20 th & following	8.33 – 10.41	12.50 – 14.58

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 5.836 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.

An eligible employee must be at work or on a leave with pay for at least one half of 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 work days.)

Regular part-time employees who separate from City service after 90 days of continuous active service shall be paid for accrued but unused vacation leave 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 part-time employees who terminate from City service prior to working 90 days of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

- I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).
- J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.
- K. Effective July 1, 2017, 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 sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours

for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion.

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.

IX. SICK LEAVE AND INCENTIVE PROGRAM

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may also use sick leave to care for their sick children, siblings, parents, or spouse / domestic partner. 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

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.
2. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive sick leave credit of 24 hours.
3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).
4. Regular part-time employees, beginning on the 90th day of employment, 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 hrs/week	4-5 hours	480-600 hours
30 - 35 hrs/week	6-7 hours	720-840 hours

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. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days in a month to accrue sick leave credits 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.)

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 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 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 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.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical

and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning his/her daily duties. He/she must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as he/she feels necessary and may require supplemental information from the employee.
3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and his/her full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.
4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee his/her full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.
5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or osteopathy of the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.
6. Whenever the Police Chief 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 Police Chief 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 his/her position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.
7. Absence for illness may not be charged to sick leave not already accumulated by the employee.
8. An eligible employee absent from duty due to illness or injury who has

been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

E. Sick Leave Incentive Program

To minimize the impact on Police Department operations due to unanticipated absences, a sick leave incentive program is established for regular full-time and regular part-time employees represented by the Newark Police Association. The sick leave incentive program shall be administered as specified in the following provisions of this agreement.

Incentives shall be based on achieving perfect attendance (defined as without use of sick leave) during calendar quarters (January - March, April-June, July - September, October - December).

Incentive payments shall be granted at two levels which shall be Level A: \$50.00 per month for full-time employees, \$37.50 to \$43.75 for 30-35 hour part-time employees, and \$25 to \$31.25 for 20-25 hour part-time employees for a calendar quarter provided an employee had perfect attendance during the previous calendar quarter and Level B: \$100.00 per month for full-time employees, \$75 to \$87.50 for 30-35 hour part-time employees, and \$50 to \$62.50 for 20-25 hour part-time employees for a calendar quarter provided an employee had three consecutive calendar quarters of perfect attendance. The following criteria shall be applied in determining eligibility for the two levels of incentive pay.

1. Level A

- a. Employees who have successfully completed nine (9) months of continuous active service in a regular full-time or regular part-time position represented by the Association shall be eligible to earn a sick leave incentive payment after a calendar quarter of perfect attendance.
- b. Employees hired before June 1, 1996 shall be eligible to earn a sick leave incentive payment after completion of six (6) months of continuous active service in a regular full-time position represented by the Association.
- c. An employee who works a calendar quarter without the use of sick leave, will receive the applicable Level A monthly incentive pay (\$50.00, \$37.50 to \$43.75, or \$25 to \$31.25) for the succeeding calendar quarter. If any sick leave is used during the calendar quarter, when the employee is receiving the Level A incentive pay,

payment of the incentive pay shall cease during the calendar quarter immediately following the one in which the sick leave was used.

2. Level B

- a. An employee who works three consecutive calendar quarters without the use of sick leave shall have his/her incentive pay increased to the applicable Level B monthly incentive pay (\$100.00, \$75 to \$87.50, or \$50 to \$62.50) for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.
- b. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses two days or less of sick leave, the incentive pay shall be reduced to Level A for the calendar quarter immediately following the one in which the sick leave was used.
 - i. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses no sick leave, the sick leave incentive payment shall be reinstated at Level B for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.
 - ii. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses any sick leave, the sick leave incentive payment shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.
- c. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses more than two days of sick leave, the incentive pay shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.

Approved absences due to an accepted City of Newark workers' compensation illness or injury, or certified leave under FMLA, CFRA, PDL, or other protected leaves per state or federal law shall not affect the earning of incentives under this program.

Conversion of sick leave as provided in Section IX of this Memorandum of Understanding shall be considered use of sick leave and shall affect earning of incentives under this program.

X. PERSONAL LEAVE

Regular full-time employees (prorated for regular part-time employees) may convert a maximum of the equivalent of one (1) work day (e.g., 8, 10, or 12.5 hours, dependent upon regularly assigned schedule) of sick leave to personal leave during each fiscal year. For example, a regular part-time employee who is scheduled to work 35 hours per week and works 12 hour shifts may convert a maximum of 10.5 hours of sick leave to personal leave during the fiscal year.

Effective July 1, 2006, all non-sworn 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. All non-sworn 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.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Rules and Regulations.

Any Association employee who is required to be absent from his/her employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional military benefits.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.
2. Jury duty is based on an eight-hour day. If the employee's regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.
3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.
4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

<u>Authorized Work Schedule</u>	<u>Pay</u>
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, sister, brother, mother, father, stepmother, stepfather, grandparent, grandchild, mother-in-law, father-in-law, grandparent-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.
2. Regular part-time employees, upon completion of 1,040 work hours or

one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement leave. Effective July 1, 2010 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 the proration. Bereavement leave will be prorated as follows:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
20 - 25 hrs/week	up to a maximum of 20-25 hours
30 - 35 hrs/week	up to a maximum of 30-35 hours

XII. HOLIDAYS

- A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher / Lead Public Safety Dispatcher shall receive as compensation in- lieu of holidays an amount equal to 5% of his/her current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her current base pay step.
- B. During the term of this agreement the classifications of Community Service Officer, Animal Control Officer, Police Record Supervisor, and Public Safety Clerk, shall be eligible for the following holidays:
- January 1, New Year's Day
 - Third Monday in January, Martin Luther King, Jr., Day
 - Third Monday in February, President's Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 11, Veteran's Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - Last work day before Christmas
 - December 25, Christmas Day
 - Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to Department Head approval
 - Floating Holiday, to be scheduled subject to Department Head approval.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. Holidays shall not be carried over from

one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holiday.

- C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.
- D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.
- E. Effective July 1, 2010 the proration of holiday-in-lieu pay for regular part-time (RPT) employees in the classification of Public Safety Dispatcher / Lead Public Safety Dispatcher will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her regular pay.
- F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year. Those employees that utilize the holiday leave in observance of the holiday shall either utilize accrued vacation, compensatory time off, or holiday comp time for the remaining two (2) hours of their scheduled shift, or with the consent of their department, flex their work schedule during the same workweek as the holiday and work an additional two (2) hours at straight time.

XIII. ELIMINATION OF OVERLAPPING PAY RANGES

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which he/she was promoted.

XIV. CERTIFICATE INCENTIVE PAY

The City shall provide the following Certificate Incentive Pay for sworn personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate:

- A. Effective July 1, 2019, Certificate Incentive Pay will be:
 - P.O.S.T. Intermediate Certificate \$460 per month
 - P.O.S.T. Advanced Certificate \$650 per month

Effective July 1, 2020, Certificate Incentive Pay will be:

- P.O.S.T. Intermediate Certificate \$480 per month
- P.O.S.T. Advanced Certificate \$685 per month

Effective July 1, 2021, Certificate Incentive Pay will be:

- P.O.S.T. Intermediate Certificate \$500 per month
- P.O.S.T. Advanced Certificate \$725 per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

- B. Effective July 1, 2019, Certificate Incentive Pay for dispatch personnel will be:
 - P.O.S.T. Intermediate Certificate \$120.00 per month
 - P.O.S.T. Advanced Certificate \$200.00 per month

Effective July 1, 2020, Certificate Incentive Pay for dispatch personnel will be:

- P.O.S.T. Intermediate Certificate \$160.00 per month
- P.O.S.T. Advanced Certificate \$250.00 per month

Effective July 1, 2021, Certificate Incentive Pay for dispatch personnel will be:

- P.O.S.T. Intermediate Certificate \$200.00 per month
- P.O.S.T. Advanced Certificate \$300.00 per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XV. OVERTIME

A. Regular Full-time Employees

Overtime for all regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Regular Part-time Employees

Overtime for all regular part-time employees shall be defined as that work performed in excess of twelve and one-half (12.5) hours in a workday or forty (40) hours of actual work in a scheduled workweek. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

Compensatory time accrual may be cashed-out for up to 80 hours per fiscal year. Cash out will be in November and April of the fiscal year.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule

and therefore, accumulate 5 hours of compensatory time per week. If a School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to 320 hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.
2. Regular full-time and regular part-time employees who are called back to work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.
3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.
4. A "call-back" occurs when an employee is required to return to his or her normal work location, or to travel to another work location at the direction of the city. A "call-back" does not occur when an employee handles a phone call at home or is otherwise not required to physically leave his or her residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.
5. All of the following conditions must be present before a Detective may be called from off duty:
 - a. The crime must be one ordinarily assigned to the Detective Division for investigation.
 - b. There must be some urgency which requires immediate detective participation.

- c. There must be specific tasks to be performed or specific leads to be followed up which by their nature require the detective's expertise.
- d. The patrol supervisor must approve the call-out.
- e. The detective assigned to the type of crime in question shall be called out, if the above conditions are present. If that detective is not available, any detective who can respond shall be called out.

XVI. MINIMUM COURT TIME PAY

- A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850 leave, leave without pay, or shift trades between employees.
- B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.
- C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.
- D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.
- E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

- F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.
1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.
 2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only his/her industrial leave (4850 leave) pay.
 3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.
- G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE ON-CALL ALLOWANCE

- A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.
- B. Effective July 1, 2007, the detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars (\$175.00) for each full week (seven day period) assignment.
- C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.
- D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.
- E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

- A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.
- B. Police Officers who are assigned as Canine Handlers are authorized to

utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

- C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

- 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 \$15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed \$1,500 per employee per fiscal year.
- C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.
- D. An employee may petition his/her Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.
- E. Procedure
 - 1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under

this provision prior to registration in the course or educational program (i.e. Saint Mary's College bachelor's or graduate programs).

2. Reimbursement shall be made for 100% 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 courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to 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.
 4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.
 5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.
- F. Required textbooks for which the employee was reimbursed shall become the property of the employee.
- G. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief 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.

XX. RETIREMENT BENEFITS

- A. All Association 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".
- B. The City shall continue to provide to all sworn Classic Members of the Association a retirement formula known as "3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total of 13%.

The Association's Classic sworn members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years of the contract, if the rate over 17.00% decreases, the Classic Association members' matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with Association members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the Classic sworn Association members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the Classic sworn Association members' rate would decrease by 1.00%.

- C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as "2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. Non-Sworn Classic Members continue to pay the 8% employee rate for

the 2.5% at 55 retirement formula plus continue to pay up to 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

In addition, the Association's non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic Association members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Association member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each Association member would contribute half of the 3.00% increase (1.50%) from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the Association member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

- D. The City shall provide to sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn association members who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 11.5%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for NPA Sworn Classic Members, NPA Non-Sworn Classic and NPA Non-Sworn New PEPRA Members), the City agrees to

amend its contract for Sworn New PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.

- E. The City shall provide to all non-sworn members of the Association who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members of the Association pay.

- F. Effective July 16, 2006, all Association members' cost sharing contributions will be tax deferred.
- G. As negotiated in in 2008, effective July 1, 2009 all Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.
- H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.
- I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.
- J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.
- K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to

four years of service credit for any continuous active military service prior to employment.

- L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.
- M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

- A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.
- B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.
- C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.
- D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.
- E. For purposes of this policy, employees become eligible for the program

after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.

- F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources and Finance.
- G. An employee voluntarily enlisting for active duty service is not eligible for this program.
- H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

- A. Effective July 1, 2019 the regular full-time employees in the classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

Upon commencement of 10 years of service	2.5% salary increase
Upon commencement of 15 years of service	5.0% salary increase
Upon commencement of 20 years of service	7.5% salary increase

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for employees in the classifications of Police Officer and Police Sergeant.

- B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:
 - Full-time sworn classifications represented by the City of Newark Police Association, including probationary time;
 - Continuous service or service that qualifies under reinstatement procedures; and
 - Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

- A. Field Training

Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Public Safety Dispatcher / Lead Public Safety Dispatcher Training

Public Safety Dispatchers / Lead Public Safety Dispatchers formally assigned by the Police Chief to train Public Safety Dispatchers / Lead Public Safety Dispatchers as part of a formalized departmental training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday in lieu pay received while performing Public Safety Dispatcher / Lead Public Safety Dispatcher training duties.

C. Acting Sergeant Pay

A Police Officer assigned in writing by the Police Chief to perform the duties of a Police Sergeant on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

D. Effective July 1, 2019, Police Officers and Sergeants assigned to one of the following positions shall receive special assignment pay of \$425 per month:

- School Liaison Officer
- School Resource Officer
- Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

E. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of \$100.00 per month which will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.

- F. Employees represented by the Association will receive bilingual assignment pay of \$100.00 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:
1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.
 2. Eligible languages will be determined by the City.
 3. Employees must be in a classification that brings them into regular contact with the general public.
 4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

- C. The City will continue to provide uniformed members of the Association the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Vest (Minimum Threat Level 3), and Belt Keepers.

Equipment will be "web gear" style.

XXV. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXVI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on his/her own behalf or by the President of the Association and/or his/her designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected 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 his home address as shown in the Human Resources Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served 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 and/or the President of the Association on behalf of an employee 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 or Association's preparation and processing of the appeal grievance 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 his/her (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 may 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.

An Association employee shall not be penalized if he/she erroneously files a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence of the matter 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.
- B. If after such discussion the employee and/or the Association does 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 his/her 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.
- 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 his/her designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee 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 equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear his/her attorney's fees.
 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 employee's union or association.
 5. If either of the parties does not accept the decision of the fact-finder, the 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.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

1. Sworn personnel shall utilize a work schedule known as a "160-Hour (3/12½) Work Schedule". Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol. Eligibility for assignment to a Four-Ten Work Schedule shall

include those special assignment positions listed in Section XXIII.E.

B. Animal Control Officer and Community Service Officer

1. Animal Control Officers and Community Service Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives.
2. During any permitted meal periods, Animal Control Officers and Community Service Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher / Lead Public Safety Dispatcher

1. Regular full-time Public Safety Dispatchers / Lead Public Safety Dispatchers shall utilize a work schedule known as "3/12½ Hour Work Schedule" with a paid lunch period. Typically, a Public Safety Dispatcher / Lead Public Safety Dispatcher assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.
2. Regular part-time Public Safety Dispatchers / Lead Public Safety Dispatchers shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.
3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and Police Record Supervisor

1. A standard work schedule for the Public Safety Clerk and Police Record Supervisor shall be 40 hours per week. The normal workweek will be 40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.
2. The Public Safety Clerk and Police Record Supervisor have the option to request working an alternate work schedule (Four-Ten). The authorization to work an alternate work schedule shall be the sole discretion of the department head. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hours per week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.
2. Canine Officers assigned to a 4/10 work schedule shall schedule canine training during their regular work day as follows:
 - Witmer-Tyson training 2nd and 4th Tuesdays every month. “In- house” training 1st and 3rd Tuesdays.
 - Any changes to the Tuesday training sessions will require a change in the Canine Officers’ schedule so that no overtime is incurred for training.

F. Notification of Shift Change

1. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.
2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher / Lead Public Safety Dispatcher, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10-hour day (“pay-back” day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day (“payback” day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher / Lead Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in his

judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.
3. Any Police Officer, Community Service Officer, Public Safety Dispatcher / Lead Public Safety Dispatcher, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.
4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at his discretion following a thirty day notice to the Association of the new starting times.
2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.
3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

Upon request by the Newark Police Association (NPA), release time may be granted at the discretion of the Police Chief.

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF

ADMINISTERING THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

- A. Management's principal authorized agent shall be the City Manager or his/her duly designated representative except where a particular management representative is otherwise designated.
- B. The Association's principal authorized agent shall be the President of the N.P.A. and/or his/her duly designated representative.

XXX. CARRYOVER TERMS

The provisions of the MOU between the City of Newark and the Newark Police Association will remain in effect until the adoption of a successor agreement or until exhaustion of the impasse process whichever occurs later.

XXXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

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.

XXXII. 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 on 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.

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings 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 shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

- A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.
- C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

- D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVIII. SEPARABILITY

Notwithstanding any other provisions 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.

Dated: _____

Brian Simon, President
Newark Police Association

David J. Benoun
City Manager

Joshua Horst, Secretary
Newark Police Association

Jeff Revay, Negotiations Team Member
Newark Police Association

Sandy Abe
Human Resources Director

Peter Hoffman
Chief Spokesperson

Tim Yeung
Chief Spokesperson

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATIONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Public Safety Clerk

Public Safety Dispatcher

Lead Public Safety Dispatcher

Red Light Photo Enforcement Technician

Attachment A.2

Effective July 1, 2019 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees.

Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,384.95 \$36.84	\$6,702.22 \$38.67	\$7,038.15 \$40.60	\$7,391.65 \$42.64	\$7,752.83 \$44.73
COMMUNITY SERVICE OFFICER	\$6,457.40 \$37.25	\$6,774.67 \$39.08	\$7,115.00 \$41.05	\$7,477.28 \$43.14	\$7,840.66 \$45.23
LEAD PUBLIC SAFETY DISPATCHER	\$7,826.47 \$45.15	\$8,221.29 \$47.43	\$8,631.53 \$49.80	\$9,066.67 \$52.31	\$9,517.21 \$54.91
POLICE OFFICER	\$8,819.91 \$50.88	\$9,259.04 \$53.42	\$9,722.33 \$56.09	\$10,203.18 \$58.86	\$10,720.25 \$61.85
POLICE RECORD SUPERVISOR	\$6,990.94 \$40.33	\$7,341.15 \$42.35	\$7,708.93 \$44.47	\$8,092.06 \$46.68	\$8,494.96 \$49.01
POLICE SERGEANT	\$10,494.10 \$60.54	\$11,014.47 \$63.54	\$11,566.68 \$66.73	\$12,137.54 \$70.02	\$12,753.42 \$73.58
PUBLIC SAFETY CLERK	\$6,076.46 \$35.06	\$6,377.26 \$36.79	\$6,700.02 \$38.65	\$7,040.34 \$40.62	\$7,389.45 \$42.63
PUBLIC SAFETY DISPATCHER	\$7,246.73 \$41.81	\$7,612.31 \$43.92	\$7,992.16 \$46.11	\$8,395.07 \$48.43	\$8,812.23 \$50.84
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,196.12 \$35.75	\$6,507.90 \$37.55	\$6,831.76 \$39.41	\$7,173.18 \$41.38	\$7,533.27 \$43.46

Attachment A.2

Effective July 1, 2020 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,480.72 \$37.39	\$6,802.75 \$39.25	\$7,143.72 \$41.21	\$7,502.52 \$43.28	\$7,869.13 \$45.40
COMMUNITY SERVICE OFFICER	\$6,554.26 \$37.81	\$6,876.29 \$39.67	\$7,221.72 \$41.66	\$7,589.44 \$43.79	\$7,958.27 \$45.91
LEAD PUBLIC SAFETY DISPATCHER	\$7,943.87 \$45.83	\$8,344.61 \$48.14	\$8,761.00 \$50.54	\$9,202.67 \$53.09	\$9,659.97 \$55.73
POLICE OFFICER	\$8,952.21 \$51.65	\$9,397.93 \$54.22	\$9,868.16 \$56.93	\$10,356.22 \$59.75	\$10,881.05 \$62.77
POLICE RECORD SUPERVISOR	\$7,095.81 \$40.94	\$7,451.27 \$42.99	\$7,824.56 \$45.14	\$8,213.44 \$47.38	\$8,622.39 \$49.74
POLICE SERGEANT	\$10,651.51 \$61.45	\$11,179.68 \$64.50	\$11,740.18 \$67.73	\$12,319.61 \$71.07	\$12,944.73 \$74.68
PUBLIC SAFETY CLERK	\$6,167.61 \$35.58	\$6,472.91 \$37.34	\$6,800.52 \$39.23	\$7,145.95 \$41.23	\$7,500.30 \$43.27
PUBLIC SAFETY DISPATCHER	\$7,355.44 \$42.43	\$7,726.49 \$44.58	\$8,112.04 \$46.80	\$8,520.99 \$49.16	\$8,944.41 \$51.60
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,289.06 \$36.28	\$6,605.51 \$38.11	\$6,934.24 \$40.01	\$7,280.78 \$42.00	\$7,646.27 \$44.11

Attachment A.2

Effective July 1, 2021 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,577.93 \$37.95	\$6,904.79 \$39.84	\$7,250.88 \$41.83	\$7,615.06 \$43.93	\$7,987.16 \$46.08
COMMUNITY SERVICE OFFICER	\$6,652.57 \$38.38	\$6,979.43 \$40.27	\$7,330.05 \$42.29	\$7,703.28 \$44.44	\$8,077.65 \$46.60
LEAD PUBLIC SAFETY DISPATCHER	\$8,063.03 \$46.52	\$8,469.78 \$48.86	\$8,892.42 \$51.30	\$9,340.71 \$53.89	\$9,804.87 \$56.57
POLICE OFFICER	\$9,086.50 \$52.42	\$9,538.90 \$55.03	\$10,016.19 \$57.79	\$10,511.57 \$60.64	\$11,044.27 \$63.72
POLICE RECORD SUPERVISOR	\$7,202.25 \$41.55	\$7,563.04 \$43.63	\$7,941.93 \$45.82	\$8,336.64 \$48.10	\$8,751.72 \$50.49
POLICE SERGEANT	\$10,811.28 \$62.37	\$11,347.38 \$65.47	\$11,916.28 \$68.75	\$12,504.40 \$72.14	\$13,138.90 \$75.80
PUBLIC SAFETY CLERK	\$6,260.12 \$36.12	\$6,570.01 \$37.90	\$6,902.52 \$39.82	\$7,253.14 \$41.84	\$7,612.80 \$43.92
PUBLIC SAFETY DISPATCHER	\$7,465.77 \$43.07	\$7,842.39 \$45.24	\$8,233.72 \$47.50	\$8,648.81 \$49.90	\$9,078.58 \$52.38
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,383.40 \$36.83	\$6,704.60 \$38.68	\$7,038.25 \$40.61	\$7,389.99 \$42.63	\$7,760.96 \$44.77

ATTACHMENT B

SILLIMAN ACTIVITY & FAMILY AQUATICS CENTER

Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

ATTACHMENT C

At the request of the City, the City and the Association will form an Employee Wellness Committee to explore options to improve employee health and wellness. Upon the request of either party, the parties agree to meet and confer over an employee health and wellness policy.

3319667.1

EXHIBIT B

Memorandum of Understanding
Between City
of Newark and
Newark Police Association

July 1,
~~2017~~2019

Through

June 30,
~~2022~~19

Adopted
~~July 13,~~

2017_____

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION**

I. TERM

This agreement shall be in effect from July 1, 201~~97~~ through June 30, 20~~22~~~~19~~.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

- A. "Base Hourly Rate." The term "base hourly rate" shall mean the hourly compensation rate for regular part-time classifications, 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, life insurance, 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 Newark Police Association.
- D. "Employer". The term "employer" shall mean the City of Newark.
- E. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

- F. "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 and dental premiums as a before-tax conversion of salary.
- G. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, ~~Senior Public Safety Clerk~~ Police Record Supervisor, Public Safety Dispatcher, and Red Light Photo Enforcement Technician.
- H. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.
- I. "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.
- J. "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.).
- K. "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 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".
- L. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.
- M. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.
- N. "Four-Ten Work Schedule" shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.
- O. "3/12 ½ Work Schedule" shall mean a work schedule for full-time Public Safety Dispatchers / ~~Lead Public Safety Dispatchers~~ that equates to 40-hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher / ~~Lead Public Safety Dispatcher~~ assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

- P. "160-Hour Work Schedule" shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.
- Q. "28-Day Work Cycle" for sworn personnel means the Fair Labor Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.
- R. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.
- S. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.
- T. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of salary and benefit survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

V. SALARY INCREASE

~~A. Effective July 1, 2013~~

~~1. Market Adjustment~~

~~The salary ranges for the classifications represented by the Association shall receive zero percent (0%) increase.~~

~~2. General Salary Increase~~

~~The salary ranges for all classifications represented by the Association shall be increased zero percent (0%).~~

~~AB. Effective July 1, 2013 Market Equity Adjustments~~

~~1. MethodologyMarket Adjustment~~

~~a. a. Market Equity Adjustments shall be suspended during the term of this agreement, however, the parties mutually acknowledge the need to provide competitive compensation packages to recruit and retain highly qualified personnel. Further, although the wage increases set forth herein not based upon the survey method set forth below, the~~

~~parties believe the enhanced wages and benefits set forth in this Agreement would satisfy the survey criteria.~~

~~b. Formula for computing salary adjustments: The salary ranges for all classifications represented by the Association except Public Safety Dispatcher shall be increased by an amount determined by calculating the percent difference between the top step total compensation of the classifications represented by~~

the Association and the mean of the top step total compensation for labor market (as defined in Section IV) classifications known on a specified date, but effective no later than a specified date. All calculations shall be based upon a 40 hour workweek.

The following is for illustrative purposes only:

If the mean of the top step total monthly compensation for the labor market was \$8,500 for the position of Police Officer, and top step total monthly compensation for the City of Newark classification of Police Officer was \$8,400, then \$8,500 would be subtracted from \$8,400, equaling -\$100. Then, -\$100 would be divided by \$8,400, which equals -0.01190, rounded to the nearest hundred-thousandth. Next, -0.01190 is multiplied by 100 to derive a percent, which is then rounded to the nearest tenth, which in this case equals -1.2%. A negative number indicates the classification is below market, and therefore a market adjustment is needed, which in this case results in a salary increase for Police Officer equal to ~~of~~ 1.2% of total compensation. If the percentage were to be positive, at or above 0.0%, the classification would not be entitled to a market adjustment.

~~b. The salary ranges for regular full-time and regular part-time Public Safety Dispatchers shall be increased by an amount determined by calculating the percent difference between the top step total compensation of Public Safety Dispatcher in Newark and two percent (2%) below the mean of the top step total compensation for the labor market (as defined in Section IV) classification of Public Safety Dispatcher or a comparable classification known on May 15, 2013, but effective no later than July 1, 2013. Such percent is to prevent the unintentional change in compensation caused by the additional 7.5 hours required of work to fulfill the 160 hours in the dispatchers' four-week work cycle, which would have otherwise resulted from the additional half-time pay required by FSLA. Further, it is understood by the parties that these hours are part of their regular schedule.~~

~~The following is for illustrative purposes only:~~

~~If the mean of the top step total monthly compensation for the labor market was \$7,000 for the position of Public Safety Dispatcher, and top step total monthly compensation for the City of Newark classification of Public Safety Dispatcher was \$6,800, then \$7,000 would be subtracted from \$6,800, equaling -\$200. Then, -\$200 would be divided by \$6,800 which equals -0.02941, rounded to the nearest hundred-thousandth. Next, -0.02941 is~~

~~multiplied by 100 to derive a percent, which is then rounded to the nearest tenth, which in this case equals -2.9%. Two percent (2%) is then added to -2.9%, equaling -0.9%. A negative number indicates the classification is below market, and therefore a market adjustment is needed, which in this case results in a salary increase for Public Safety Dispatcher of 0.9%. If the percentage were to be positive, at or above 0.0%, the classification would not be entitled to a market adjustment.~~

- c. ~~The market adjustment increases in salary for all classifications shall be zero percent (0%).~~ "Total compensation" for survey purposes shall include:

~~Top step base salary.~~

~~That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).~~

~~The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.~~

~~Any premiums paid by the employer for life insurance.~~

~~Any premiums paid by the employer for long term and/or short term disability.~~

- d. ~~For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes all the items in paragraph (c), but adds the following:~~

~~The maximum amount paid by the employer for educational achievements or POST certificates.~~

~~The maximum number of holiday hours or holiday pay provided by the employer.~~

~~"Total top step compensation" for the City of Newark for survey purposes shall include:~~

~~Top step base salary.~~

~~That portion of the employee's PERS contribution that is paid by the employer.~~

2. General Salary Increase

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

- ~~a. Effective July 1, 2017, salary increase shall be four percent (4.0%).~~
- ~~b. Effective July 1, 2018, salary increase shall be four percent (4.0%).~~
- a. Effective July 1, 2019, salary increase shall be one and one-half percent (1.5%).
- b. Effective July 1, 2020, salary increase shall be one and one-half percent (1.5%).
- ~~c. Effective July 1, 2021, salary increase shall be one and one-half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations on 1.5% increase scheduled for the July 1, 2021.~~

VI. HEALTH AND WELFARE PROGRAM

- A. 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. 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.

B. 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.

C. ~~In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective with for the 2020 plan year July 1, 2017, the City shall provide \$605 per month for each contribute to eligible NPA employee's to the City's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution. The \$605 monthly contribution may be used by eligible employees to pay for employer offered benefits including medical, dental, and/or vision insurance. In the event that the cost for the selected employer offered medical, dental or vision insurance exceeds \$605 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125.~~

Employee Only: \$844
Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

~~Effective with for the 2021 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273~~

~~Effective for with the 2022 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

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

~~D. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652 for each eligible NPA employee to the City's cafeteria plan.~~

~~E. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685 for each eligible NPA employee to the City's cafeteria plan.~~

DF. Cash Back / Cash in Lieu of Benefits: ~~Effective July 1, 2017,~~ employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.

EG. 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.

FH. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a \$50,000 life insurance policy.

~~I. The City agrees in concept to establish a supplemental retirement medical plan benefit for all active employees through the PORAC Retirement Medical Trust at the request of the Association. During the term of this agreement, at the request of the NPA, the parties will meet and confer on the narrow and specific issue of establishing this benefit. Upon receiving the necessary plan documents, the City reserves the right to raise concerns regarding the creation of the Trust, which the parties agree to address as part of the meet and confer process. If the parties agree to proceed with the creation of the Trust, the City will pay a one-time administrative fee not to exceed \$8,000 to establish the Trust. The City will not be required to make any monthly contributions.~~

VII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, and Animal Control Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, or Animal Control 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 Police Officer, Community Service Officer, or Animal Control Officer. Reimbursement shall be made upon receipt of evidence of purchase.
2. Upon completion of 12 months of continuous active employment or upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of \$100.
3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers and Animal Control Officers shall receive a monthly uniform allowance of \$100.
4. If the employment of a Police Officer, Community Service Officer, or Animal Control 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 Provision VII.A.3.above shall be returned to the City.

~~B. Public Safety Clerk, Senior Public Safety Clerk, and Public Safety Dispatcher~~

- ~~1. Upon appointment, Public Safety Clerks, Senior Public Safety Clerks, and Dispatchers will receive four new uniform shirts (polo type).~~

~~2. Four new uniform shirts (polo type) will be provided to Public Safety Clerks, Senior Public Safety Clerks, and Public Safety Dispatchers annually.~~

~~3. The City maintains the right to discontinue providing uniform shirts at its sole discretion.~~

B. Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Clerks, and Police Records Supervisor

1. Effective July 1, 2019 upon appointment to the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.
2. Effective July 1, 2019, existing employees in the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.
3. Upon completion of 12 months of continuous active employment or upon reinstatement, Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Clerks, and Police Records Supervisors shall receive a monthly uniform allowance of \$45.

C. Motorcycle Duty

Upon approval of the Police Chief, employees assigned to motorcycle duty will be provided one pair of boots, two pairs of trousers, and one leather jacket. The motorcycle apparel shall conform to Police Department standards established by the Police Chief. Replacement of damaged or used apparel shall be at the discretion of the Police Chief. Employees shall either return the leather jackets at the completion of the motorcycle assignment or purchase the jacket issued to the employee from the City at a cost of \$250. Duration of motorcycle duty assignments shall be at the discretion of the Police Chief.

VIII. VACATION LEAVE

- A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.
- B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.
- C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.
 - 1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.
 - 2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.
 - 3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.
 - 4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.
 - 5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.
 - 6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.
- D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of his/her 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 completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

- E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.

- F. The Police Chief shall set the shift work schedules no later than October 1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

- G. It is the mutual understanding and intent of both parties that the term "vacation" for the purpose of determining when the employee is away from work includes the employee's days off preceding and following his or her regularly assigned shift (e.g. If the employee works Fri.-Sun. then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City's ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees' normal workweek. However, if that is not possible the City may assign the payback day as needed.

- H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

	20-25 Hour	30-35 Hour
	<u>Work Schedule</u>	<u>Work Schedule</u>
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5th & following	5.00 – 6.25	7.50 – 8.75

During the 10 th & following	6.67 – 8.33	10.00 – 11.67
During the 15 th & following	7.33 – 9.16	11.00 – 12.83
During the 20 th & following	8.33 – 10.41	12.50 – 14.58

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 5.836 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.

An eligible employee must be at work or on a leave with pay for at least one half of 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 work days.)

Regular part-time employees who separate from City service after 90 days of continuous active service shall be paid for accrued but unused vacation leave 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 part-time employees who terminate from City service prior to working 90 days of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

- I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).
- J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.
- K. Effective July 1, 2017, 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 sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion.

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.

IX. SICK LEAVE AND INCENTIVE PROGRAM

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may also use ~~up to six months of annual accrued and available~~ sick leave to care for their sick children, siblings, parents, or spouse / domestic partner. ~~Sick leave is expressly not for the purpose of routine medical or dental appointments, personal business, illness of other individuals besides employee's children, parents, domestic partner (as defined by California Family Code Section 297) or spouse, bereavement leave, or any other purpose other than recovery from illness or injury.~~ 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

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.
2. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive sick leave credit of 24 hours.
3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).
4. Regular part-time employees, beginning on the 90th day of employment, 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 hrs/week	4-5 hours	480-600 hours
30 - 35 hrs/week	6-7 hours	720-840 hours

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. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days in a month to accrue sick leave credits 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.)

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 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 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 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.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment

of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning his/her daily duties. He/she must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as he/she feels necessary and may require supplemental information from the employee.
3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and his/her full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.
4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee his/her full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.
5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or osteopathy of the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.
6. Whenever the Police Chief 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 Police Chief 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 his/her position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.
7. Absence for illness may not be charged to sick leave not already accumulated by the employee.

8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

E. Sick Leave Incentive Program

To minimize the impact on Police Department operations due to unanticipated absences, a sick leave incentive program is established for regular full-time and regular part-time employees represented by the Newark Police Association. The sick leave incentive program shall be administered as specified in the following provisions of this agreement.

Incentives shall be based on achieving perfect attendance (defined as without use of sick leave) during calendar quarters (January - March, April-June, July - September, October - December).

Incentive payments shall be granted at two levels which shall be Level A: \$50.00 per month for full-time employees, \$37.50 to \$43.75 for 30-35 hour part-time employees, and \$25 to \$31.25 for 20-25 hour part-time employees for a calendar quarter provided an employee had perfect attendance during the previous calendar quarter and Level B: \$100.00 per month for full-time employees, \$75 to \$87.50 for 30-35 hour part-time employees, and \$50 to \$62.50 for 20-25 hour part-time employees for a calendar quarter provided an employee had three consecutive calendar quarters of perfect attendance. The following criteria shall be applied in determining eligibility for the two levels of incentive pay.

1. Level A

- a. Employees who have successfully completed nine (9) months of continuous active service in a regular full-time or regular part-time position represented by the Association shall be eligible to earn a sick leave incentive payment after a calendar quarter of perfect attendance.
- b. Employees hired before June 1, 1996 shall be eligible to earn a sick leave incentive payment after completion of six (6) months of continuous active service in a regular full-time position represented by the Association.
- c. An employee who works a calendar quarter without the use of sick leave, will receive the applicable Level A monthly incentive pay (\$50.00, \$37.50 to \$43.75, or \$25 to \$31.25) for the succeeding

calendar quarter. If any sick leave is used during the calendar quarter, when the employee is receiving the Level A incentive pay, payment of the incentive pay shall cease during the calendar quarter immediately following the one in which the sick leave was used.

2. Level B

- a. An employee who works three consecutive calendar quarters without the use of sick leave shall have his/her incentive pay increased to the applicable Level B monthly incentive pay (\$100.00, \$75 to \$87.50, or \$50 to \$62.50) for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.
- b. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses two days or less of sick leave, the incentive pay shall be reduced to Level A for the calendar quarter immediately following the one in which the sick leave was used.
 - i. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses no sick leave, the sick leave incentive payment shall be reinstated at Level B for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.
 - ii. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses any sick leave, the sick leave incentive payment shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.
- c. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses more than two days of sick leave, the incentive pay shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the

Level B incentive payment.

Approved absences due to an accepted City of Newark workers' compensation illness or injury, or certified leave under FMLA, CFRA, PDL, or other protected leaves per state or federal law shall not affect the earning of incentives under this program.

Conversion of sick leave as provided in Section IX of this Memorandum of Understanding shall be considered use of sick leave and shall affect earning of incentives under this program.

X. PERSONAL LEAVE

Regular full-time employees (prorated for regular part-time employees) may convert a maximum of the equivalent of one (1) work day (e.g., 8, 10, or 12.5 hours, dependent upon regularly assigned schedule) of sick leave to personal leave during each fiscal year. For example, a regular part-time employee who is scheduled to work 35 hours per week and works 12 hour shifts may convert a maximum of 10.5 hours of sick leave to personal leave during the fiscal year.

Effective July 1, 2006, all non-sworn 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. All non-sworn 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.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Rules and Regulations.

Any Association employee who is required to be absent from his/her employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional

military benefits.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.
2. Jury duty is based on an eight-hour day. If the employee's regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.
3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.
4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

<u>Authorized Work Schedule</u>	<u>Pay</u>
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, sister, brother, mother, father, stepmother, stepfather, grandparent, grandchild, mother-in-law, father-in-law, grandparent-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.

2. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement leave. Effective July 1, 2010 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 the proration. Bereavement leave will be prorated as follows:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
20 - 25 hrs/week	up to a maximum of 20-25 hours
30 - 35 hrs/week	up to a maximum of 30-35 hours

XII. HOLIDAYS

- A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher / **Lead Public Safety Dispatcher** shall receive as compensation in- lieu of holidays an amount equal to 5% of his/her current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her current base pay step.
- B. During the term of this agreement the classifications of Community Service Officer, Animal Control Officer, **Senior Public Safety Clerk**, **Police Record Supervisor**, and Public Safety Clerk, shall be eligible for the following holidays:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King, Jr., Day
 - Third Monday in February, President's Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 11, Veteran's Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - Last work day before Christmas
 - December 25, Christmas Day
 - Employee's Birthday, to be taken within the fiscal year of the

- employee's birthday, subject to Department Head approval
- Floating Holiday, to be scheduled subject to Department Head approval.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holiday.

- C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.
- D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.
- E. Effective July 1, 2010 the proration of holiday-in-lieu pay for regular part-time (RPT) employees in the classification of Public Safety Dispatcher / **Lead Public Safety Dispatcher** will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her regular pay.
- F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year. **Those employees that utilize the holiday leave in observance of the holiday shall either utilize accrued vacation, compensatory time off, or holiday comp time for the remaining two (2) hours of their scheduled shift, or with the consent of**

their department, flex their work schedule during the same workweek as the holiday and work an additional two (2) hours at straight time.

XIII. ELIMINATION OF OVERLAPPING PAY RANGES

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which he/she was promoted.

XIV. EDUCATIONAL CERTIFICATE INCENTIVE PAY

The City shall provide the following ~~Education~~ Certificate Incentive Pay for sworn personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate:

- A. Effective July 1, ~~2019~~2017, ~~Education~~ Certificate Incentive Pay will be:
 - P.O.S.T. Intermediate Certificate \$~~460~~435.12 per-month
 - P.O.S.T. Advanced Certificate \$~~650~~613.52 per month

Effective July 1, 2020, Certificate Incentive Pay will be:
P.O.S.T. Intermediate Certificate \$480 per month
P.O.S.T. Advanced Certificate \$685 per month

Effective July 1, 2021, Certificate Incentive Pay will be:
P.O.S.T. Intermediate Certificate \$500 per month
P.O.S.T. Advanced Certificate \$725 per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

- B. Effective July 1, ~~2019~~2017, ~~Education~~ Certificate Incentive Pay for dispatch personnel will be:
 - P.O.S.T. Intermediate Certificate \$~~120.00~~75.00 per month
 - P.O.S.T. Advanced Certificate \$~~200.00~~125.00 per month

Effective July 1, 2020, Certificate Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate \$160.00 per month

P.O.S.T. Advanced Certificate \$250.00 per month

Effective July 1, 2021, Certificate Incentive Pay for dispatch personnel will be:

P.O.S.T. Intermediate Certificate \$200.00 per month

P.O.S.T. Advanced Certificate \$300.00 per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XV. OVERTIME

A. Regular Full-time Employees

Overtime for all regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Regular Part-time Employees

Overtime for all regular part-time employees shall be defined as that work performed in excess of twelve and one-half (12.5) hours in a workday or forty (40) hours of actual work in a scheduled workweek. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

Compensatory time accrual may be cashed-out for up to 80 hours per fiscal year. Cash out will be in November and April of the fiscal year.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to ~~320~~²⁸⁰ hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.
2. Regular full-time and regular part-time employees who are called back to work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.
3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.
4. A "call-back" occurs when an employee is required to return to his or her normal work location, or to travel to another work location at the direction of the city. A "call-back" does not occur when an employee handles a phone call at home or is otherwise not required to physically leave his or her residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.
5. All of the following conditions must be present before a Detective may be called from off duty:

- a. The crime must be one ordinarily assigned to the Detective Division for investigation.
- b. There must be some urgency which requires immediate detective participation.
- c. There must be specific tasks to be performed or specific leads to be followed up which by their nature require the detective's expertise.
- d. The patrol supervisor must approve the call-out.
- e. The detective assigned to the type of crime in question shall be called out, if the above conditions are present. If that detective is not available, any detective who can respond shall be called out.

XVI. MINIMUM COURT TIME PAY

- A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850 leave, leave without pay, or shift trades between employees.
- B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.
- C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.
- D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.
- E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to

B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

- F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.
 - 1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.
 - 2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only his/her industrial leave (4850 leave) pay.
 - 3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.
- G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE ON-CALL ALLOWANCE

- A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.
- B. Effective July 1, 2007, the detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars (\$175.00) for each full week (seven day period) assignment.
- C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.
- D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.
- E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

- A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned

vehicles to commute to and from work and to lunch within the City limits. **At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived.** The City-owned vehicle shall not be utilized for any purpose not related to official City business.

- B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. **At the sole discretion of the Police Chief, the 40 air miles requirement may be waived.** The City-owned vehicle shall not be utilized for any purpose not related to official City business.
- C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. **At the sole discretion of the Police Chief, the 40 air miles requirement may be waived.** The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

- 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 \$15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed \$1,500 per employee per fiscal year.
- C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.
- D. An employee may petition his/her Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will

accept the fact finders decision as final.

E. Procedure

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary's College bachelor's or graduate programs).
2. Reimbursement shall be made for 100% 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 courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to 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.
4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.
5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

F. Required textbooks for which the employee was reimbursed shall become the property of the employee.

G. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief 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.

XX. RETIREMENT BENEFITS

- A. All Association 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".
- B. The City shall continue to provide to all sworn Classic Members of the Association a retirement formula known as "3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total of 13%.

The Association's Classic sworn members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years of the contract, if the rate over 17.00% decreases, the Classic Association members' matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with Association members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the Classic sworn Association members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching

1.50%. If the rate decreased from 20.00% to 18.00%, the Classic sworn Association members' rate would decrease by 1.00%.

- C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as "2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

In addition, the Association's non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic Association members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Association member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each Association member would contribute half of the 3.00% increase (1.50%) from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the Association member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

- D. The City shall provide to sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn association members who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 11.5%), sworn PEPRA

Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for NPA Sworn Classic Members, NPA Non-Sworn Classic and NPA Non-Sworn New PEPRA Members), the City agrees to amend its contract for Sworn New PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.

- E. The City shall provide to all non-sworn members of the Association who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members of the Association pay.

- F. Effective July 16, 2006, all Association members' cost sharing contributions will be tax deferred.
- G. As negotiated in in 2008, effective July 1, 2009 all Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.
- H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.
- I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA

members as defined above.

- J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.
- K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.
- L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.
- M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

- A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.
- B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.
- C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.
- D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and

salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.

- E. For purposes of this policy, employees become eligible for the program after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.
- F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources and Finance.
- G. An employee voluntarily enlisting for active duty service is not eligible for this program.
- H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

- A. Effective July 1, ~~2019~~²⁰⁰⁸ the regular full-time **employees in the** classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

Upon commencement of 10 years of service	2.5% salary increase
Upon commencement of 15 years of service	5.0% salary increase
Upon commencement of 20 years of service	7.5% ^{7.55%} salary increase

Longevity pay is computed on base compensation only. ~~The 5.0% salary increase replaces the 2.5% salary increase upon completion of 20 years of service.~~ The maximum longevity pay premium is 7.5% of salary for **employees in the classifications of Police Officer and Police Sergeant.**

- B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:
 - Full-time sworn classifications represented by the City of Newark Police Association, including probationary time;
 - Continuous service or service that qualifies under reinstatement procedures; and

- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

A. Field Training

Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

~~B. Lead Public Safety Dispatcher~~

~~A Public Safety Dispatcher assigned by the Police Chief as Lead Public Safety Dispatcher will receive 8% above his/her current salary range.~~

~~BC. Public Safety Dispatcher / Lead Public Safety Dispatcher Training~~

~~Public Safety Dispatchers / Lead Public Safety Dispatchers formally assigned by the Police Chief to train Public Safety Dispatchers / Lead Public Safety Dispatchers as part of a formalized departmental training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday in lieu pay received while performing Public Safety Dispatcher / Lead Public Safety Dispatcher training duties.~~

~~CD. Acting Sergeant Pay~~

~~A Police Officer assigned in writing by the Police Chief to perform the duties of a Police Sergeant on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.~~

~~DE. Effective July 1, 2019~~2017~~, Police Officers and Sergeants assigned to one of the following positions shall receive special assignment pay of \$~~425400~~ per month:~~

- School Liaison Officer
- School Resource Officer
- Training Officer
- Detective
- Canine Handler

- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

EF. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of \$100.00 per month which will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.

FG. ~~Regular full-time e~~Employees represented by the Association ~~may will~~ receive bilingual assignment pay of \$~~100.00~~~~75.00~~ per month. ~~Regular part-time employees scheduled to work 30-35 hours per week may receive bilingual assignment pay of \$56 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$38 per month.~~ Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.
2. Eligible languages will be determined by the City.
3. Employees must be in a classification that brings them into regular contact with the general public.
4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a

department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

- C. The City will continue to provide uniformed members of the Association the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Vest (Minimum Threat Level 3), and Belt Keepers.

Equipment will be “web gear” style.

XXV. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXVI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on his/her own behalf or by the President of the Association and/or his/her designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected 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 his home address as shown in the Human Resources Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served 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 and/or the President of the Association on behalf of an employee 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 or Association's preparation and processing of the appeal grievance 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 his/her (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 may 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.

An Association employee shall not be penalized if he/she erroneously files a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence of the matter 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.

- B. If after such discussion the employee and/or the Association does 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 his/her 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.
- 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 his/her designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee 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 equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear his/her attorney's fees.
 - 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 employee's union or association.
5. If either of the parties does not accept the decision of the fact-finder, the 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.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

1. Sworn personnel shall utilize a work schedule known as a "160-Hour (3/12½) Work Schedule". Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol. Eligibility for assignment to a Four-Ten Work Schedule shall include those special assignment positions listed in Section XXIII.E.

B. Animal Control Officer and Community Service Officer

1. Animal Control Officers and Community Service Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives.
2. During any permitted meal periods, Animal Control Officers and Community Service Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher / Lead Public Safety Dispatcher

1. Regular full-time Public Safety Dispatchers / Lead Public Safety Dispatchers shall utilize a work schedule known as "3/12½ Hour Work Schedule" with a paid lunch period. Typically, a Public Safety Dispatcher / Lead Public Safety Dispatcher assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.
2. Regular part-time Public Safety Dispatchers / Lead Public Safety Dispatchers shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.
3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and ~~Senior Public Safety Clerk~~Police Record Supervisor

1. A standard work schedule for the Public Safety Clerk and ~~Senior Public Safety Clerk~~Police Record Supervisor shall be 40 hours per week. The normal workweek will be
40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.
2. The Public Safety Clerk and ~~Police Records Supervisor~~ Senior-Public Safety Clerk have the option to request working an alternate work schedule (Four-Ten). The authorization to work an alternate work schedule shall be the sole discretion of the department head. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hours per week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.
2. Canine Officers assigned to a 4/10 work schedule shall schedule canine training during their regular work day as follows:
 - Witmer-Tyson training 2nd and 4th Tuesdays every month. “In- house” training 1st and 3rd Tuesdays.
 - Any changes to the Tuesday training sessions will require a change in the Canine Officers’ schedule so that no overtime is incurred for training.

F. Notification of Shift Change

1. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause.

Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher / **Lead Public Safety Dispatcher**, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10-hour day ("pay-back" day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day ("payback" day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher / **Lead Public Safety Dispatcher**, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in his judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.
2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.
3. Any Police Officer, Community Service Officer, Public Safety Dispatcher / **Lead Public Safety Dispatcher**, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.
4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at his discretion following a thirty day notice to the Association of the new starting times.
2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.
3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

Upon request by the Newark Police Association (NPA), release time may be granted at the discretion of the Police Chief.

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

- A. Management's principal authorized agent shall be the City Manager or his/her duly designated representative except where a particular management representative is otherwise designated.
- B. The Association's principal authorized agent shall be the President of the N.P.A. and/or his/her duly designated representative.

XXX. CARRYOVER TERMS

The provisions of the MOU between the City of Newark and the Newark Police Association will remain in effect until the adoption of a successor agreement or until exhaustion of the impasse process whichever occurs later.

XXXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

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.

XXXII. 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 on 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.

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings 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 shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

- A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.
- C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
- D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVIII. SEPARABILITY

Notwithstanding any other provisions 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.

Dated: _____

Brian Simon, President
Newark Police Association

~~John Becker~~ David J. Benoun
City Manager

Joshua Horst, Secretary
Newark Police Association

~~Terrence Grindall~~
~~Assistant City Manager~~

Jeff Revay, Negotiations Team Member
Newark Police Association

Sandy Abe
Human Resources Director

Peter Hoffman
Chief Spokesperson

Tim Yeung
Chief Spokesperson

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATIONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Public Safety Clerk

Public Safety Dispatcher

Lead Public Safety Dispatcher

Red Light Photo Enforcement Technician

Attachment A.2

Salary List - Effective 07/01/2017

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,048.6 4	\$6,349.20	\$6,667.44	\$7,002.32	\$7,344.48
-	\$34.90	\$36.63	\$38.47	\$40.40	\$42.37
COMMUNITY SERVICE OFFICER	\$6,117.2 8	\$6,417.84	\$6,740.24	\$7,083.44	\$7,427.68
-	\$35.29	\$37.03	\$38.89	\$40.87	\$42.85
POLICE OFFICER	\$8,355.3 6	\$8,771.36	\$9,210.24	\$9,665.76	\$10,155.6 0
-	\$48.20	\$50.60	\$53.14	\$55.76	\$58.59
POLICE RECORD SUPERVISOR	\$6,622.7 2	\$6,954.48	\$7,302.88	\$7,665.84	\$8,047.52
-	\$38.21	\$40.12	\$42.13	\$44.23	\$46.43
POLICE SERGEANT	\$9,941.3 6	\$10,434.32	\$10,957.44	\$11,498.24	\$12,081.6 8
-	\$57.35	\$60.20	\$63.22	\$66.34	\$69.70
PUBLIC SAFETY CLERK	\$5,756.4 0	\$6,041.36	\$6,347.12	\$6,669.52	\$7,000.24
-	\$33.21	\$34.85	\$36.62	\$38.48	\$40.39
PUBLIC SAFETY DISPATCHER	\$6,865.0 4	\$7,211.36	\$7,571.20	\$7,952.88	\$8,348.08
-	\$39.64	\$41.60	\$43.68	\$45.88	\$48.16
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$5,869.7 6	\$6,165.12	\$6,471.92	\$6,795.36	\$7,136.48
-	\$33.86	\$35.57	\$37.34	\$39.20	\$41.17

*Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

ATTACHMENT A.2

Salary List – Effective 07/01/2018

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,290.59	\$6,603.17	\$6,934.14	\$7,282.41	\$7,638.26
-	\$36.29	\$38.10	\$40.00	\$42.01	\$44.07
COMMUNITY SERVICE OFFICER	\$6,361.97	\$6,674.55	\$7,009.85	\$7,366.78	\$7,724.79
-	\$36.70	\$38.51	\$40.44	\$42.50	\$44.57
POLICE OFFICER	\$8,689.57	\$9,122.21	\$9,578.65	\$10,052.39	\$10,561.82
-	\$50.13	\$52.63	\$55.26	\$57.99	\$60.93
POLICE RECORD SUPERVISOR	\$6,887.63	\$7,232.66	\$7,595.00	\$7,972.47	\$8,369.42
-	\$39.74	\$41.73	\$43.82	\$46.00	\$48.29
POLICE SERGEANT	\$10,339.01	\$10,851.69	\$11,395.74	\$11,958.17	\$12,564.95
-	\$59.65	\$62.61	\$65.74	\$68.99	\$72.49
PUBLIC SAFETY CLERK	\$5,986.66	\$6,283.01	\$6,601.00	\$6,936.30	\$7,280.25
-	\$34.54	\$36.25	\$38.08	\$40.02	\$42.00
PUBLIC SAFETY DISPATCHER	\$7,139.64	\$7,499.81	\$7,874.05	\$8,271.00	\$8,682.00
-	\$41.19	\$43.27	\$45.43	\$47.72	\$50.09
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,104.55	\$6,411.72	\$6,730.80	\$7,067.17	\$7,421.94
	\$35.22	\$36.99	\$38.83	\$40.77	\$42.82

*Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Attachment A.2

Effective July 1, 2019 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,384.95 \$36.84	\$6,702.22 \$38.67	\$7,038.15 \$40.60	\$7,391.65 \$42.64	\$7,752.83 \$44.73
COMMUNITY SERVICE OFFICER	\$6,457.40 \$37.25	\$6,774.67 \$39.08	\$7,115.00 \$41.05	\$7,477.28 \$43.14	\$7,840.66 \$45.23
LEAD PUBLIC SAFETY DISPATCHER	\$7,826.47 \$45.15	\$8,221.29 \$47.43	\$8,631.53 \$49.80	\$9,066.67 \$52.31	\$9,517.21 \$54.91
POLICE OFFICER	\$8,819.91 \$50.88	\$9,259.04 \$53.42	\$9,722.33 \$56.09	\$10,203.18 \$58.86	\$10,720.25 \$61.85
POLICE RECORD SUPERVISOR	\$6,990.94 \$40.33	\$7,341.15 \$42.35	\$7,708.93 \$44.47	\$8,092.06 \$46.68	\$8,494.96 \$49.01
POLICE SERGEANT	\$10,494.10 \$60.54	\$11,014.47 \$63.54	\$11,566.68 \$66.73	\$12,137.54 \$70.02	\$12,753.42 \$73.58
PUBLIC SAFETY CLERK	\$6,076.46 \$35.06	\$6,377.26 \$36.79	\$6,700.02 \$38.65	\$7,040.34 \$40.62	\$7,389.45 \$42.63
PUBLIC SAFETY DISPATCHER	\$7,246.73 \$41.81	\$7,612.31 \$43.92	\$7,992.16 \$46.11	\$8,395.07 \$48.43	\$8,812.23 \$50.84
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,196.12 \$35.75	\$6,507.90 \$37.55	\$6,831.76 \$39.41	\$7,173.18 \$41.38	\$7,533.27 \$43.46

Attachment A.2

Effective July 1, 2020 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,480.72 \$37.39	\$6,802.75 \$39.25	\$7,143.72 \$41.21	\$7,502.52 \$43.28	\$7,869.13 \$45.40
COMMUNITY SERVICE OFFICER	\$6,554.26 \$37.81	\$6,876.29 \$39.67	\$7,221.72 \$41.66	\$7,589.44 \$43.79	\$7,958.27 \$45.91
LEAD PUBLIC SAFETY DISPATCHER	\$7,943.87 \$45.83	\$8,344.61 \$48.14	\$8,761.00 \$50.54	\$9,202.67 \$53.09	\$9,659.97 \$55.73
POLICE OFFICER	\$8,952.21 \$51.65	\$9,397.93 \$54.22	\$9,868.16 \$56.93	\$10,356.22 \$59.75	\$10,881.05 \$62.77
POLICE RECORD SUPERVISOR	\$7,095.81 \$40.94	\$7,451.27 \$42.99	\$7,824.56 \$45.14	\$8,213.44 \$47.38	\$8,622.39 \$49.74
POLICE SERGEANT	\$10,651.51 \$61.45	\$11,179.68 \$64.50	\$11,740.18 \$67.73	\$12,319.61 \$71.07	\$12,944.73 \$74.68
PUBLIC SAFETY CLERK	\$6,167.61 \$35.58	\$6,472.91 \$37.34	\$6,800.52 \$39.23	\$7,145.95 \$41.23	\$7,500.30 \$43.27
PUBLIC SAFETY DISPATCHER	\$7,355.44 \$42.43	\$7,726.49 \$44.58	\$8,112.04 \$46.80	\$8,520.99 \$49.16	\$8,944.41 \$51.60
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,289.06 \$36.28	\$6,605.51 \$38.11	\$6,934.24 \$40.01	\$7,280.78 \$42.00	\$7,646.27 \$44.11

Attachment A.2

Effective July 1, 2021 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,577.93 \$37.95	\$6,904.79 \$39.84	\$7,250.88 \$41.83	\$7,615.06 \$43.93	\$7,987.16 \$46.08
COMMUNITY SERVICE OFFICER	\$6,652.57 \$38.38	\$6,979.43 \$40.27	\$7,330.05 \$42.29	\$7,703.28 \$44.44	\$8,077.65 \$46.60
LEAD PUBLIC SAFETY DISPATCHER	\$8,063.03 \$46.52	\$8,469.78 \$48.86	\$8,892.42 \$51.30	\$9,340.71 \$53.89	\$9,804.87 \$56.57
POLICE OFFICER	\$9,086.50 \$52.42	\$9,538.90 \$55.03	\$10,016.19 \$57.79	\$10,511.57 \$60.64	\$11,044.27 \$63.72
POLICE RECORD SUPERVISOR	\$7,202.25 \$41.55	\$7,563.04 \$43.63	\$7,941.93 \$45.82	\$8,336.64 \$48.10	\$8,751.72 \$50.49
POLICE SERGEANT	\$10,811.28 \$62.37	\$11,347.38 \$65.47	\$11,916.28 \$68.75	\$12,504.40 \$72.14	\$13,138.90 \$75.80
PUBLIC SAFETY CLERK	\$6,260.12 \$36.12	\$6,570.01 \$37.90	\$6,902.52 \$39.82	\$7,253.14 \$41.84	\$7,612.80 \$43.92
PUBLIC SAFETY DISPATCHER	\$7,465.77 \$43.07	\$7,842.39 \$45.24	\$8,233.72 \$47.50	\$8,648.81 \$49.90	\$9,078.58 \$52.38
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,383.40 \$36.83	\$6,704.60 \$38.68	\$7,038.25 \$40.61	\$7,389.99 \$42.63	\$7,760.96 \$44.77

ATTACHMENT B

SILLIMAN ACTIVITY & FAMILY AQUATICS CENTER

Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

ATTACHMENT C

~~At the request of the City, the City and the Association will form an Employee Wellness Committee to explore options to improve employee health and wellness. Upon the request of either party, the parties agree to meet and confer over an employee health and wellness policy.~~

3319683.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE MANAGEMENT ASSOCIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, on June 20, 2019, the City formally recognized the Newark Police Management Association ("NPMA") as the only employee organization entitled to meet and confer in good faith on matters within scope of representation for employees within the NPMA expired on June 30, 2019; and

WHEREAS, the City and NPMA entered into negotiations for a memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.*) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has met and conferred in good faith with the representatives of NPMA on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NPMA have reached a tentative agreement to Memorandum of Understanding dated July 1, 2019 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A; and

WHEREAS, the membership of NPMA ratified the agreement as of [INSERT DATE]; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the MOU for NPMA, effective July 1, 2019 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation

provided pursuant to the MOU, effective July 1, 2019.
3319047.1

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK
AND
NEWARK POLICE MANAGEMENT ASSOCIATION

_____, 2019

THROUGH

Adopted: _____

Resolution No. _____

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Attachments

- A Newark Police Management Association Pay Plan
- B Salary Schedule
- C General Leave Plan

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE MANAGEMENT ASSOCIATION**

I. TERM

This agreement shall be in effect from July 1, 2019 through July 1, 2022.

II. RECOGNITION

The City of Newark (“City”) recognizes the Newark Police Management Association (“NPMA”), hereinafter referred to as the “Association,” as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed below, pursuant to Employer-Employee Relations Resolution No. 1833:

Police Captain
Police Lieutenant
Communications Supervisor
Community Engagement Manager

III. DEFINITIONS

For purposes of this Memorandum of Understanding (“MOU” or “Agreement”), unless the context otherwise requires, the following definitions in this Agreement shall apply:

- A. “Employees” shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Management Association.
- B. “Employer” shall mean the City of Newark.
- C. “Non-sworn” refers to those personnel occupying the classifications of Communications Supervisor and Community Engagement Manager.
- D. “Sworn” refers to personnel occupying classifications of Police Captain and Police Lieutenant.

IV. COMPENSATION

Employees shall be compensated pursuant to the Newark Police Management Association Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The NPMA classifications that are participating in the Newark Police Management Association Pay Plan are those

listed below:

<u>Classification</u>	<u>Range</u>
Communications Supervisor	10
Community Engagement Manager	10
Police Captain	22
Police Lieutenant	19

Effective July 1, 2019, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2020, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2021, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

V. WORKING HOURS

- A. Full-time employees work 40 hours per week and as necessary. The City Manager may revise the standard work schedule upon reasonable notice.
- B. Sworn employees work a Four-Ten (4/10) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work ten (10) hours per day for four (4) days in one week.
- C. Non-sworn employees work a Nine-Eighty (9/80) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one day of eight (8) hours in one week (for a total of 44 hours) and then nine (9) hours per day for four (4) days in the next week (for a total of 36 hours).

- D. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave, birthday, holiday or floating holidays during the furlough.
- E. 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
- F. 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:
 - 1. There is two weeks advance notice to payroll,
 - 2. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year,
 - 3. Payments begin no later than January 1 of the fiscal year, and
 - 4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.
- G. Communications Supervisors and Community Engagement Managers will normally be assigned to a Four-Ten (4/10) schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives. Alternatives to the work schedules outlined above will be subject to the approval of the City Manager.

VI. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of salary and benefit survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

The survey is for purposes of study and negotiations and shall not trigger any automatic adjustments.

"Total compensation" for survey purposes shall include:

Top step base salary.

That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).

The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.

Any premiums paid by the employer for life insurance.

Any premiums paid by the employer for long term and/or short term disability.

For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes the items above and adds the following:

The maximum amount paid by the employer for educational achievements or POST certificates.

The maximum number of holiday hours or holiday pay provided by the employer.

VII. ACTING/SPECIAL ASSIGNMENT PAY

- A. Employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.
- B. 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 \$75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:
 - 1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.
 - 2. Eligible languages will be determined by the City.
 - 3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

VIII. RETIREMENT

- A. All employees 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".
- B. The City shall continue to provide to all sworn Classic employees a retirement formula known as "3% at 50" together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total pre-tax contribution of 13%.

Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the sworn Classic members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the sworn Classic members' rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

- C. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic

Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the non-sworn Classic member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

- D. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRAs Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn employees who were appointed on or after January 1, 2013 who are PEPRAs Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 11.5%), sworn PEPRAs Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRAs Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for Sworn Classic Members, Non-Sworn Classic and Non-

Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.

- E. The City shall provide to all non-sworn employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay (currently 3.468%) for a current total of 9.718%.

- F. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

IX. HEALTH AND WELFARE

- A. 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. 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.
- B. 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.

Effective for the 2020 plan year , the City shall contribute to eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$844
Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

Effective for the 2021 plan year, the City shall contribute to eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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

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

- C. Cash Back / Cash In Lieu of Benefits: Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.
- D. 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.

X. LIFE INSURANCE

The City will provide City-paid life insurance coverage of \$20,000 to each employee. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

XI. UNIFORM MAINTENANCE AND PROVISION OF UNIFORMS

Sworn employees designated as public safety shall receive a uniform maintenance allowance of \$100.00 per month.

XII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to \$10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.
2. If an employee receives more than \$5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
 - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and
 - b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to \$10,000) under the Educational Reimbursement Plan as follows:

- i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.
 - ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.
 - iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.
 - iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
 - v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.
 - vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.
3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

XIII. RECREATION BENEFITS

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.

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.

XIV. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on eligibility to receive leave and the 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.

XV. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Chief of Police, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible employee in recognition of the extra hours of work required of this employee for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another. Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Chief of Police with approval by the City Manager.

XVI. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to this Agreement as Attachment C.

XVII. SICK LEAVE

Each eligible employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

XVIII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, 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.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XV and listed below:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XIX. HOLIDAYS

A. The following days shall be recognized as municipal holidays:

- 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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to approval by the Chief of Police
- Floating Holiday, to be scheduled subject to approval by the Chief of Police

Regular full-time non-sworn employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday. Regular part-time non-sworn employees will receive prorated holiday pay pursuant to Section XIV Proration Of Holiday, General, And Bereavement Leave Accruals For Regular Part-Time Employees (RPT).

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.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. An employee must be employed in a classification covered by this MOU on his/her birth date to be eligible for the birthday holiday during that fiscal year.

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, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, 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 of 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.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Public Safety Management

Regular full-time sworn employees in the classification of Police Captain and Police Lieutenant shall receive as compensation in-lieu of holidays an amount equal to 5.0% of regular pay, to be paid each pay period. (See Section XIX. A. for complete list of holidays.)

C. Regular Part-Time Employees

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time employees shall be eligible for prorated holidays in accordance with Section XV and as listed below:

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

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

XX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on his/her own behalf or by the President of the Association and/or his/her designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected 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 his home address as shown in the Human Resources Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served 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 and/or the President of the Association on behalf of an employee 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 or Association's preparation and processing of the appeal grievance 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 his/her (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 may 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.

An Association employee shall not be penalized if he/she erroneously files a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence of the matter 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.
- B. If after such discussion the employee and/or the Association does 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 his/her 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 Chief of Police.
- E. Within ten (10) calendar days of receipt of the formal appeal on the

grievance, the Chief of Police shall provide a written decision to the employee and/or Association.

- F. Within ten (10) calendar days of receipt of the decision of the Chief of Police, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or his/her designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee 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 equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear his/her attorney's fees.
 - 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 employee's union or association.
 - 5. If either of the parties does not accept the decision of the fact-finder, the 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. 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 City 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 City in lieu of employee contributions.
2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the City under paragraph 1 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 City's 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 City pursuant to the provisions hereof.

C. Limitations to Operability

Section XXI. 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.

XXII. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all

respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

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.

Dated: _____

By: _____
David J. Benoun
City Manager

ATTACHMENT A

PAY PLAN

This Newark Police Management Association Pay Plan applies to all employees.

I. POLICY

The City's policy for employee salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward personnel based on performance. Structures and ranges will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Newark Police Management Association Pay Plan and will report on such administration annually or more often, as requested. The Police Chief is responsible for recommending to the City Manager salary adjustments for employees who are covered by the Plan.

The City Council shall consider the necessary adjustment of employee salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure. The Newark Police Management Association Pay Plan consists

of four (4) salary ranges. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to recognize varying levels of performance. All classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

- B. Performance Appraisal. All employees shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments shall be based on performance. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The Chief of Police will make a recommendation based on the employee's performance appraisal for any salary adjustments to the City Manager.
- C. Adjustments based on Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.
- D. Meritorious Performance Adjustment. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is beyond a satisfactory level. A meritorious performance adjustment would be in addition to any adjustment based on range movement. For each fiscal year during the term of this MOU, such an increase shall be up to two percent (2%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in his/her position representing an increased value to the City.
2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

- E. Special Adjustment. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:
1. An employee's performance consistently exceeds the scope and expectations of his/her classification as determined by the City Manager.
 2. Competitive labor market conditions warrant an adjustment.
 3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 2019

Salary Range	Minimum	Maximum
1	4,615	6,691
2	4,846	7,029
3	5,088	7,381
4	5,343	7,745
5	5,609	8,135
6	5,893	8,543
7	6,184	8,969
8	6,498	9,417
9	6,819	9,885
10	7,160	10,383
11	7,519	10,903
12	7,896	11,448
13	8,291	12,019
14	8,706	12,619
15	9,138	13,254
16	9,597	13,914
17	10,077	14,609
18	10,579	15,341
19	11,108	16,106
20	11,665	16,912
21	12,245	17,758
22	12,860	18,651
23	13,505	19,578
24	14,179	20,557
25	14,888	21,590
26	15,632	22,666
27	16,412	23,800
28	17,234	24,986
29	18,097	26,237
30	19,001	27,550

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

Resolution No. _____

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 2020

Salary Range	Minimum	Maximum
1	4,684	6,791
2	4,918	7,134
3	5,165	7,492
4	5,423	7,862
5	5,693	8,257
6	5,981	8,671
7	6,277	9,103
8	6,596	9,558
9	6,921	10,033
10	7,267	10,539
11	7,632	11,067
12	8,014	11,620
13	8,415	12,199
14	8,836	12,809
15	9,275	13,453
16	9,741	14,122
17	10,228	14,828
18	10,738	15,571
19	11,275	16,348
20	11,840	17,166
21	12,429	18,025
22	13,053	18,930
23	13,707	19,872
24	14,391	20,865
25	15,111	21,914
26	15,866	23,006
27	16,658	24,157
28	17,492	25,361
29	18,369	26,630
30	19,286	27,963

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

Resolution No. _____

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
 Newark Police Management Association Employees

Effective July 1, 2021

Salary Range	Minimum	Maximum
1	4,755	6,893
2	4,992	7,241
3	5,242	7,604
4	5,504	7,980
5	5,778	8,381
6	6,071	8,801
7	6,371	9,240
8	6,694	9,702
9	7,025	10,184
10	7,376	10,697
11	7,746	11,233
12	8,134	11,794
13	8,541	12,382
14	8,969	13,001
15	9,414	13,654
16	9,887	14,334
17	10,381	15,050
18	10,899	15,804
19	11,444	16,593
20	12,018	17,423
21	12,615	18,295
22	13,249	19,214
23	13,913	20,170
24	14,607	21,178
25	15,338	22,243
26	16,104	23,351
27	16,908	24,519
28	17,755	25,741
29	18,644	27,030
30	19,575	28,383

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

Resolution No. _____

Resolution No. ____

ATTACHMENT C

GENERAL LEAVE PLAN

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees. Regular part-time employees shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An employee with one year of City service who works 24 hours per week will receive 110.4 hours of general leave per year. 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 employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees

Eligible regular full-time employees shall be entitled to the following annual accrual.

<u>Years of Completed Service</u>	<u>RFT Leave Accrual</u>
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14)

calendar days during a calendar month, the employee shall not accrue General Leave credits.

- D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.
- E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

<u>Years of Completed Service</u>	<u>Maximum accrual</u>
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

<u>Years of Completed Service</u>	<u>20-25 hour Leave Accrual</u>	<u>30-35 hour Leave Accrual</u>
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

- G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave 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 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Chief of Police to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.
- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: The Police Chief is responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Chief of Police or his/her designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc.

shall require prior approval of the Police Chief, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Police Chief with due regard for the wishes of the employee and particular regard for the needs of the City.

- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Police Chief may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Police Chief shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying his/her supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Police Chief approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.
- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the Police Chief after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Police Chief or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.
 - 3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: A regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave 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 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

- B. The City Manager and City Attorney may request at any time during the fiscal year to receive pay for up to eighty (80) hours of General Leave in hourly increments at the current hourly salary rate.

VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

3319543.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AND BENEFIT 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 City of Newark (the "City") has previously adopted and periodically amended the Compensation and Benefit Plan for the Confidential Employee Group; and

WHEREAS, members of the Confidential Employee Group are unrepresented employees; and

WHEREAS, the City Council desires to establish salaries and benefits for the Confidential Employee Group; and

WHEREAS, the Compensation and Benefit Plan, dated July 1, 2019 (the "Plan"), attached hereto and incorporated herein by this reference as Exhibit A, enumerates the job classifications whose incumbents shall be considered members of the Confidential Employee Group and also provides for the salaries and benefits for the Confidential Employee Group; and

WHEREAS, the City Council finds that the terms and conditions of the Plan are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the Plan, effective July 1, 2019 and authorizes the City Manager to execute the Plan, with any necessary non-substantive modifications, and to take such further actions as may be necessary to implement the Plan for the period of July 1, 2019 through June 30, 2022, a copy of which is attached as Exhibit A with a redlined version of the prior Plan attached hereto as Exhibit B for general reference only.

BE IT FURTHER RESOLVED that Resolution No. 10677 pertaining to the Confidential Employee Group Plan is hereby repealed effective June 30, 2019, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation

provided pursuant to the Plan, effective July 1, 2019.
3319055.1

EXHIBIT A

**COMPENSATION AND BENEFIT PLAN
FOR THE
CITY OF NEWARK
CONFIDENTIAL EMPLOYEE GROUP**

JULY 1, 2019

THROUGH

JUNE 30, 2022

Adopted: _____

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COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2019 through June 30, 2022.

II. COMPENSATION

A. General Salary Increase and off-salary-schedule lump sum payment:

The salary ranges for all classifications shall be increased as follows:

- a. Effective July 1, 2019, salary increase shall be one and one half percent (1.5%)
- b. Effective July 1, 2020, salary increase shall be one and one half percent (1.5%)
- c. Effective July 1, 2021, salary increase shall be one and one half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.

All active Confidential Group Employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be \$1,000 for full-time Confidential Group employees and pro-rated for part-time Confidential Group employees and shall be provided by no later than September 1, 2019.

The off-salary-schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.

Confidential Group classifications shall be as set forth in Attachment A.

- #### **B.**
- With approval of the employee's department head and the City Manager, full-time Confidential Group employees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi-monthly pay will be reduced 5%.

C. Salary Computation:

1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the

average hours worked in a month).

2. Hourly equivalent of base salary at time and one-half = straight time times 1.5.

III. HEALTH AND WELFARE PROGRAMS

- A. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees 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. 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.
- B. 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 will consider the impact of such changes before making any modification to the Flexible Benefit Plan.
- C. Effective for the 2020 plan year, the City shall contribute to each eligible Confidential employee's cafeteria plan an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$844
Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

Effective for the 2021 plan year, the City shall contribute to each eligible Confidential Group employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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

Employee Only: \$878
Employee + 1 Dependent: \$1,755

Employee + 2 or more Dependents: \$2,318

- D. Employees may “cashout” up to \$450 per month of any money not used for the purchase of employer offered benefits. Any “cashout” will be paid to the employee in taxable compensation.
- E. All regular full time employees in the Confidential Group are eligible for an allowance of up to \$100 per month towards the cost of health care premiums, long-term disability premiums, or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group are eligible for an allowance of up to \$75 for 30-35 hour employees and up to \$50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:
 - 1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of \$100 per month for full time employees, up to a maximum of \$75 for regular part-time 30-35 hour employees and up to a maximum of \$50 for regular part-time 20-25 hour employees.
 - 2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be \$33.00 and the maximum quarter reimbursement allowance is \$300.00 for full time employees, \$225 for regular part-time 30-35 hour employees and \$150 for regular part-time 20-25 hour employees.
 - 3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long-term disability premiums, or health care expenses. During a leave of absence without pay, an employee is not eligible to receive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.
 - 4. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

5. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis if the employee qualified for the Health Benefit. To qualify for pro-rata pay, the employee must serve 50 percent of the working days in the pro-rated month to qualify for full benefit described in Section III, C. 1.
- F. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.
- G. The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.
- H. The City shall provide \$20,000 term life insurance coverage for all Confidential employees.

IV. ACTING / SPECIAL ASSIGNMENT PAY

- A. 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.

Acting assignments that fall within the definition of "out of class assignments" per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed 960 hours in a fiscal year. For purposes of this section an "out of class assignment" is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.
 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. Confidential employees will be eligible for premium pay of 5% over

base salary while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval.

4. For a planned absence, 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 either before or after the employee begins the acting assignment.
5. For an unplanned absence, acting pay shall be paid effective five consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. 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 assignment shall not constitute 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.

- B. 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 hour 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 based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the 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.

VI. HOLIDAYS

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential

Employee Group:

- 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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval
- Floating Holiday, to be scheduled subject to department head approval

An employee must be employed in a classification covered by this Resolution on his/her birth date to be eligible for the birthday holiday during that fiscal year.

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.

The floating holiday must be scheduled and used during the fiscal year. 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.

Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

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

With the continuation of the 9/80 bi-weekly work schedule, 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.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

<u>Work Schedule</u>	<u>Holiday Pay</u>
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the 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.

VII. 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, registered domestic partner, son, daughter, stepson, stepdaughter, 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.

Regular part-time employees shall be eligible for prorated bereavement leave in accordance with Section V. above and as listed below:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

IX. CONFIDENTIAL LEAVE

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City

Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees 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 Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.
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% 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 from 10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit.

The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees 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 Employees' 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 (currently 3.468%) for a current total of 9.718%.

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 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three-year average compensation requirement to PEPRA members.

XI. WORKING HOURS

A. Work Schedule

Regular full-time Confidential employees shall work 40 hours per week on weekdays on a 9/80 work schedule with alternating Fridays off. The City Manager may revise the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at 30-35 hours per week or 20-25 hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the 9/80 work schedule (including the voluntary 9/76 work schedule as described in Attachment D) will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, birthday holiday and/or comp time during the 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
3. 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, and
 - b. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year, and
 - c. Repayments begin no later than January 1 of the fiscal year.
4. Salary advances for regular part-time employees shall be as follows: Schedules of 20-25 hours may receive an advance of 16 hours pay and schedules of 30-35 hours may receive an advance of 24 hours pay.

XII. OVERTIME

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of sixty (60) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than 24 hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one minimum shall apply.

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours 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 (3) three hour period, only one minimum shall apply.

XIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to \$10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than \$5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
 - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and
 - b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to \$10,000) under the Educational Reimbursement Plan as follows:
 - i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.
 - ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.
 - iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.
 - iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
 - v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.
 - vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.
3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an

accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

- C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. 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.

XIV. 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 City 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 City in lieu of employee contributions.
 2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.
 3. Employee contributions made by the City under paragraph 1 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 City's 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 City pursuant to the provisions hereof.

C. Limitations to Operability

Section XIV. 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.

DATED: July 11, 2019

CITY OF NEWARK

By: _____
David J. Benoun
City Manager

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Confidential Employee Group

Classifications

Accounting Technician I - Confidential

Accounting Technician II - Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

Legal Assistant

Project/Administrative Assistant

ATTACHMENT A.2

Salary List Effective 07/01/2019 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	\$6,590.23	\$6,885.56	\$7,194.04	\$7,509.11	\$7,853.84
	\$38.02	\$39.72	\$41.50	\$43.32	\$45.31
ACCT TECH II - CONFIDENTIAL	\$7,248.93	\$7,573.89	\$7,913.11	\$8,260.03	\$8,639.87
	\$41.82	\$43.70	\$45.65	\$47.65	\$49.85
ADMINISTRATIVE ASSISTANT	\$6,569.37	\$6,893.24	\$7,234.66	\$7,592.56	\$7,977.89
	\$37.90	\$39.77	\$41.74	\$43.80	\$46.03
EXECUTIVE ASSISTANT	\$7,303.82	\$7,661.72	\$8,042.66	\$8,442.26	\$8,860.53
	\$42.14	\$44.20	\$46.40	\$48.71	\$51.12
HUMAN RESOURCES TECH	\$6,708.80	\$7,038.15	\$7,389.45	\$7,752.83	\$8,142.56
	\$38.70	\$40.60	\$42.63	\$44.73	\$46.98
LEGAL ASSISTANT	\$6,570.21	\$6,892.37	\$7,234.96	\$7,591.80	\$7,977.21
	\$37.90	\$39.76	\$41.74	\$43.80	\$46.02
PROJECT/ADMIN ASSISTANT	\$6,897.85	\$7,237.90	\$7,596.39	\$7,972.19	\$8,376.78
	\$39.80	\$41.76	\$43.83	\$45.99	\$48.33

ATTACHMENT A.2

Salary List Effective 07/01/2020 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	\$6,689.09	\$6,988.84	\$7,301.95	\$7,621.75	\$7,971.64
	\$38.59	\$40.32	\$42.13	\$43.97	\$45.99
ACCT TECH II - CONFIDENTIAL	\$7,357.66	\$7,687.50	\$8,031.81	\$8,383.93	\$8,769.47
	\$42.45	\$44.35	\$46.34	\$48.37	\$50.59
ADMINISTRATIVE ASSISTANT	\$6,667.91	\$6,996.64	\$7,343.18	\$7,706.44	\$8,097.56
	\$38.47	\$40.37	\$42.36	\$44.46	\$46.72
EXECUTIVE ASSISTANT	\$7,413.38	\$7,776.64	\$8,163.30	\$8,568.90	\$8,993.44
	\$42.77	\$44.87	\$47.10	\$49.44	\$51.88
HUMAN RESOURCES TECH	\$6,809.44	\$7,143.72	\$7,500.30	\$7,869.13	\$8,264.70
	\$39.29	\$41.21	\$43.27	\$45.40	\$47.68
LEGAL ASSISTANT	\$6,668.76	\$6,995.75	\$7,343.49	\$7,705.68	\$8,096.87
	\$38.47	\$40.36	\$42.37	\$44.46	\$46.71
PROJECT/ADMIN ASSISTANT	\$7,001.32	\$7,346.47	\$7,710.34	\$8,091.77	\$8,502.44
	\$40.39	\$42.38	\$44.48	\$46.68	\$49.05

ATTACHMENT A.2

Salary List Effective 07/01/2021 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	\$6,789.42 \$39.17	\$7,093.67 \$40.92	\$7,411.48 \$42.76	\$7,736.08 \$44.63	\$8,091.22 \$46.68
ACCT TECH II - CONFIDENTIAL	\$7,468.03 \$43.08	\$7,802.81 \$45.02	\$8,152.29 \$47.03	\$8,509.69 \$49.09	\$8,901.01 \$51.35
ADMINISTRATIVE ASSISTANT	\$6,767.93 \$39.05	\$7,101.59 \$40.97	\$7,453.32 \$43.00	\$7,822.04 \$45.13	\$8,219.02 \$47.42
EXECUTIVE ASSISTANT	\$7,524.58 \$43.41	\$7,893.29 \$45.54	\$8,285.75 \$47.80	\$8,697.43 \$50.18	\$9,128.34 \$52.66
HUMAN RESOURCES TECH	\$6,911.58 \$39.87	\$7,250.88 \$41.83	\$7,612.80 \$43.92	\$7,987.16 \$46.08	\$8,388.67 \$48.40
LEGAL ASSISTANT	\$6,768.79 \$39.05	\$7,100.69 \$40.97	\$7,453.64 \$43.00	\$7,821.27 \$45.12	\$8,218.32 \$47.41
PROJECT/ADMIN ASSISTANT	\$7,106.34 \$41.00	\$7,456.67 \$43.02	\$7,825.99 \$45.15	\$8,213.14 \$47.38	\$8,629.97 \$49.79

ATTACHMENT B

GENERAL LEAVE PLAN FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave 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 161 hours of general leave per year. An RPT employee who works 24 hours per week will receive 110.4 hours of general leave per year. 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.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

<u>Years of Annual Completed Service</u>	<u>Annual Leave Accrual Full Time</u>	<u>RPT 30-35</u>	<u>RPT 20-25</u>
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

- D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with 46 working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi-monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

- E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

<u>Years of Service</u>	<u>FT Max. accrual</u>	<u>RPT 30-35</u>	<u>RPT 20-25</u>
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be

compensated for in any manner except as used for sick leave or retirement service credit.

- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or his/her designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying his/her supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence.

Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.
- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for

absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (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. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave 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 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

ATTACHMENT C

RECREATION BENEFITS

- I. 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.
- II. 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.

ATTACHMENT D

VOLUNTARY 9/76 WORK SCHEDULE

Participation in the voluntary 9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.

The election for a 9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.

A 38 hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.

To request a 9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head.

3319523.1

EXHIBIT B

**COMPENSATION AND BENEFIT PLAN
FOR THE
CITY OF NEWARK
CONFIDENTIAL EMPLOYEE GROUP**

JULY 1, 201~~97~~

THROUGH

JUNE 30, 20~~22~~19****

Adopted: ~~July 13, 2017~~ _____

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COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 201~~9~~⁷ through June 30, ~~2019~~²⁰²².

II. COMPENSATION

A. General Salary Increase ~~and off-salary-schedule lump sum payment:~~

The salary ranges for all classifications shall be increased as follows:

- a. ~~Effective July 1, 2019, salary increase shall be one and one half percent (1.5%)~~
- b. ~~Effective July 1, 2020, salary increase shall be one and one half percent (1.5%)~~
- c. ~~Effective July 1, 2021, salary increase shall be one and one half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.~~
- a. ~~Effective July 1, 2017, salary increase shall be four percent (4%)~~
- b. ~~Effective July 1, 2018, salary increase shall be four percent (4%)~~

~~All active Confidential Group Employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be \$1,000 for full-time Confidential Group employees and pro-rated for part-time Confidential Group employees and shall be provided by no later than September 1, 2019.~~

~~The off-salary-schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.~~

~~Confidential Group classifications shall be as set forth in Attachment A.~~

- B. With approval of the employee's department head and the City Manager, full-time Confidential Group ~~e~~Eemployees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi-monthly pay will be reduced 5%.

C. Salary Computation:

1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the average hours worked in a month).
2. Hourly equivalent of base salary at time and one-half = straight time times 1.5.

III. HEALTH AND WELFARE PROGRAMS

A. The contribution by the City toward monthly premiums for health and welfare programs of ~~Confidential Group~~ 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. 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.

~~A:~~

B. 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~~ ~~Confidential Group employees~~ regarding the impact of such changes.

C. ~~In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2017 for the 2020 plan year, the City shall provide contribute \$605 per month for to each eligible Confidential employee's to the City's cafeteria plan an amount equal to the following, minus the Minimum Employer Contribution. The \$605 monthly contribution may be used by eligible employees to pay for employer offered benefits including medical, dental, and/or vision insurance. In the event that the cost for the selected employer offered medical, dental or vision insurance exceeds \$605 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125.~~

Employee Only: \$844

Employee + 1 Dependent: \$1,687

Employee + 2 or more Dependents: \$2,228

Effective for the 2021 plan year, the City shall contribute to each eligible Confidential Group employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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

Employee Only: \$878
Employee + 1 Dependent: \$1,755

~~G.~~

Employee + 2 or more Dependents: \$2,318

~~D. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652 for each eligible Confidential employee to the City's cafeteria plan.~~

~~E. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685 for each eligible Confidential employee to the City's cafeteria plan.~~

~~F.D. Effective July 1, 2017, e~~Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.

~~G. 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.~~

~~H.E.~~ All regular full time employees in the Confidential Group are eligible for an allowance of up to \$100 per month towards the cost of health care premiums, long-term disability premiums, or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group are eligible for an allowance of up to \$75 for 30-35 hour employees and up to \$50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of \$100 per month for full time employees, up to a maximum of \$75 for regular part-time 30-35 hour employees and up to a maximum of \$50 for regular part-time 20-25 hour employees.
2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be \$33.00 and the maximum quarter reimbursement allowance is \$300.00 for full time employees, \$225 for regular part-time 30-35 hour employees and \$150 for regular part-time 20-25 hour employees.
3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long-term disability premiums, or health care expenses. During a leave of absence without pay, an employee is not eligible to receive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.
4. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.
5. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis if the employee qualified for the Health Benefit. To qualify for pro-rata pay, the employee must serve 50 percent of the working days in the pro-rated month to qualify for full benefit described in Section III, C. 1.

+F. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

+G. The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.

- | ~~K.H.~~ The City shall provide \$20,000 term life insurance coverage for all Confidential employees.

IV. ACTING / SPECIAL ASSIGNMENT PAY

- A. 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. Confidential employees will be eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval.
 - 4. For a planned absence, 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 either before or after the employee begins the acting assignment.
 - 5. For an unplanned absence, acting pay shall be paid effective five consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. 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 assignment shall not constitute 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.

- | B. The City agrees to pay regular full-time employees bilingual assignment pay of ~~\$75~~100.00 per month. Regular part-time employees scheduled to

work 30-35 hour per week will receive bilingual assignment pay of \$756 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$5038 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the 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.

VI. HOLIDAYS

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

- 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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval
- Floating Holiday, to be scheduled subject to department head approval

An employee must be employed in a classification covered by this Resolution on his/her birth date to be eligible for the birthday holiday during that fiscal year.

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.

The floating holiday must be scheduled and used during the fiscal year. 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.

Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

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

With the continuation of the 9/80 bi-weekly work schedule, 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.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

<u>Work Schedule</u>	<u>Holiday Pay</u>
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the 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.

VII. 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, registered domestic partner, son, daughter, stepson, stepdaughter, 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.

Regular part-time employees shall be eligible for prorated bereavement leave in accordance with Section V. above and as listed below:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

IX. CONFIDENTIAL LEAVE

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees 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 Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military

service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

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% 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 from 10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees 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 Employees’ 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 (currently 3.468%) for a current total of 9.718%.

- 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 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three-year average compensation requirement to PEPRA members.

XI. WORKING HOURS

A. Work Schedule

Regular full-time Confidential employees shall work 40 hours per week on weekdays on a 9/80 work schedule with alternating Fridays off. The City Manager may revise the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at 30-35 hours per week or 20-25 hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the 9/80 work schedule (including the voluntary 9/76 work schedule as described in Attachment D) will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, birthday holiday and/or comp time during the 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
3. 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, and
 - b. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year, and
 - c. Repayments begin no later than January 1 of the fiscal year.
4. Salary advances for regular part-time employees shall be as follows: Schedules of 20-25 hours may receive an advance of 16 hours pay and schedules of 30-35 hours may receive an advance of 24 hours pay.

XII. OVERTIME

Work performed by full-time employees in excess of the forty (40) hour work week shall be classed as overtime work. Work performed by regular part-time employees in excess of the forty (40) hour workweek shall be classed as overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of pay or compensatory time off up to a maximum of sixty (60) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than 24 hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one minimum shall apply.

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours 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 (3) three hour period, only one minimum shall apply.

XIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to \$10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.
2. If an employee receives more than \$5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
 - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

- b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to \$10,000) under the Educational Reimbursement Plan as follows:
 - i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.
 - ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.
 - iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.
 - iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
 - v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.
 - vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

- 3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. 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.

XIV. 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 City 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 City in lieu of employee contributions.
2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the City under paragraph 1 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 City's 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 City pursuant to the provisions hereof.

C. Limitations to Operability

Section XIV. 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.

DATED: July 11, 2019

CITY OF NEWARK

By: _____
~~John Becker~~ — David J. Benoun
City Manager

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Confidential Employee Group

Classifications

Accounting Technician I - Confidential

Accounting Technician II - Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

Legal Assistant

Project/Administrative Assistant

ATTACHMENT A.2

Salary List Effective 07/01/2019

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL TECH I - CONFIDENTIAL -	\$6,590.23 3-12 \$36.02	\$6,824.24 2-88 \$37.63	\$7,194.04 5-12 \$39.32	\$7,509.11 3-60 \$41.04	\$7,853.84 0-16 \$42.92
ACCT TECH II - CONFIDENTIAL TECH II - CONFIDENTIAL -	\$7,248.93 7-12 \$39.62	\$7,573.89 4-96 \$41.39	\$7,913.11 6-32 \$43.25	\$8,260.03 4-96 \$45.14	\$8,639.87 4-80 \$47.22
ADMINISTRATIVE ASSISTANT ADMINISTRATIVE ASSISTANT -	\$6,569.37 3-36 \$35.90	\$6,893.24 0-16 \$37.67	\$7,234.66 3-60 \$39.54	\$7,592.56 2-64 \$41.50	\$7,977.89 7-68 \$43.60
EXECUTIVE ASSISTANT EXECUTIVE ASSISTANT -	\$7,303.82 9-12 \$39.92	\$7,661.72 8-16 \$41.87	\$8,042.66 9-04 \$43.96	\$8,442.26 7-60 \$46.14	\$8,860.53 3-84 \$48.43
HUMAN RESOURCES TECH HUMAN RESOURCES TECH -	\$6,708.80 5-44 \$36.67	\$7,038.15 7-44 \$38.47	\$7,389.45 0-24 \$40.39	\$7,752.83 4-48 \$42.37	\$8,142.56 3-68 \$44.50
LEGAL ASSISTANT LEGAL ASSISTANT -	\$6,570.21 4-14 \$35.94	\$6,892.37 9-34 \$37.67	\$7,234.96 3-88 \$39.54	\$7,591.80 1-93 \$41.49	\$7,977.21 7-04 \$43.60
PROJECT/ADMIN ASSISTANT PROJECT/ADMIN ASSISTANT -	\$6,897.85 5-94 \$39.24	\$7,237.90 \$7,130.94 \$41.14	\$7,596.39 \$7,484.13 \$43.18	\$7,972.19 \$7,854.37 \$45.34	\$8,376.78 2-99 \$47.64

*Monthly salaries are based on a 40-hour workweek.

ATTACHMENT A.2

Salary List Effective 07/01/202018

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL ACCT TECH I - CONFIDENTIAL -	\$6,689.09 \$6,49 2.84	\$6,988.84 \$6,78 3.80	\$7,301.95 \$7,08 7.72	\$7,621.75 \$7,39 8.44	\$7,971.64 \$7,73 7.77
	\$38.59 \$37.46	\$40.32 \$39.14	\$42.13 \$40.89	\$43.97 \$42.68	\$45.99 \$44.64
ACCT TECH II - CONFIDENTIAL ACCT TECH II - CONFIDENTIAL -	\$7,357.66 \$7,14 4.80	\$7,687.50 \$7,46 4.96	\$8,031.81 \$7,79 6.17	\$8,383.93 \$8,13 7.96	\$8,769.47 \$8,54 2.19
	\$42.45 \$41.20	\$44.35 \$43.05	\$46.34 \$44.98	\$48.37 \$46.95	\$50.59 \$49.14
ADMINISTRATIVE ASSISTANT ADMINISTRAT IVE ASSISTANT -	\$6,667.91 \$6,47 2.29	\$6,996.64 \$6,79 4.37	\$7,343.18 \$7,12 7.74	\$7,706.44 \$7,48 0.35	\$8,097.56 \$7,85 9.99
	\$38.47 \$37.34	\$40.37 \$39.18	\$42.36 \$41.12	\$44.46 \$43.16	\$46.72 \$45.35
EXECUTIVE ASSISTANT EXECUTIVE ASSISTANT -	\$7,413.38 \$7,19 5.88	\$7,776.64 \$7,54 8.49	\$8,163.30 \$7,92 3.80	\$8,568.90 \$8,31 7.50	\$8,993.44 \$8,72 9.59
	\$42.77 \$41.54	\$44.87 \$43.55	\$47.10 \$45.74	\$49.44 \$47.99	\$51.88 \$50.36
HUMAN RESOURCES TECH HUMAN RESOURCES TECH -	\$6,809.44 \$6,60 9.66	\$7,143.72 \$6,93 4.14	\$7,500.30 \$7,28 0.25	\$7,869.13 \$7,63 8.26	\$8,264.70 \$8,02 2.23
	\$39.29 \$38.13	\$41.21 \$40.00	\$43.27 \$42.00	\$45.40 \$44.07	\$47.68 \$46.28
LEGAL ASSISTANT LEGAL ASSISTANT -	\$6,668.76 \$6,47 3.11	\$6,995.75 \$6,79 0.54	\$7,343.49 \$7,12 8.04	\$7,705.68 \$7,47 9.64	\$8,096.87 \$7,85 9.32
	\$38.47 \$37.34	\$40.36 \$39.18	\$42.37 \$41.12	\$44.46 \$43.15	\$46.71 \$45.34
PROJECT/ADMIN ASSISTANT PROJECT/AD MIN ASSISTANT -	\$7,001.32 \$6,79 5.94	\$7,346.47 \$7,130.94	\$7,710.34 \$7,484.13	\$8,091.77 \$7,854.37	\$8,502.44 \$8,25 2.99
	\$40.39 \$39.24	\$42.38 \$41.14	\$44.48 \$43.18	\$46.68 \$45.34	\$49.05 \$47.64

ATTACHMENT A.2

Salary List Effective 07/01/2021

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	\$6,789.42 \$39.17	\$7,093.67 \$40.92	\$7,411.48 \$42.76	\$7,736.08 \$44.63	\$8,091.22 \$46.68
ACCT TECH II - CONFIDENTIAL	\$7,468.03 \$43.08	\$7,802.81 \$45.02	\$8,152.29 \$47.03	\$8,509.69 \$49.09	\$8,901.01 \$51.35
ADMINISTRATIVE ASSISTANT	\$6,767.93 \$39.05	\$7,101.59 \$40.97	\$7,453.32 \$43.00	\$7,822.04 \$45.13	\$8,219.02 \$47.42
EXECUTIVE ASSISTANT	\$7,524.58 \$43.41	\$7,893.29 \$45.54	\$8,285.75 \$47.80	\$8,697.43 \$50.18	\$9,128.34 \$52.66
HUMAN RESOURCES TECH	\$6,911.58 \$39.87	\$7,250.88 \$41.83	\$7,612.80 \$43.92	\$7,987.16 \$46.08	\$8,388.67 \$48.40
LEGAL ASSISTANT	\$6,768.79 \$39.05	\$7,100.69 \$40.97	\$7,453.64 \$43.00	\$7,821.27 \$45.12	\$8,218.32 \$47.41
PROJECT/ADMIN ASSISTANT	\$7,106.34 \$41.00	\$7,456.67 \$43.02	\$7,825.99 \$45.15	\$8,213.14 \$47.38	\$8,629.97 \$49.79

*Monthly salaries are based on a 40-hour workweek.

ATTACHMENT B

**GENERAL LEAVE PLAN
FOR CONFIDENTIAL EMPLOYEE GROUP**

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave 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 161 hours of general leave per year. An RPT employee who works 24 hours per week will receive 110.4 hours of general leave per year. 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.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

<u>Years of Annual Completed Service</u>	<u>Annual Leave Accrual Full Time</u>	<u>RPT 30-35</u>	<u>RPT 20-25</u>
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

- D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with 46 working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi-monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

- E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

<u>Years of Service</u>	<u>FT Max. accrual</u>	<u>RPT 30-35</u>	<u>RPT 20-25</u>
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be

compensated for in any manner except as used for sick leave or retirement service credit.

- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or his/her designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying his/her supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence.

Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.
- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for

absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (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. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave 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 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

ATTACHMENT C

RECREATION BENEFITS

- I. Employees and their spouses or registered domestic partners and up to 2 children **or grandchildren** living in the same household, ~~18-26~~ 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.
- II. Employees, their spouses or registered domestic partners, and their children **and grandchildren** ~~26~~18 years of age and under, will receive resident rates for class registration and facility rentals.

ATTACHMENT D

VOLUNTARY 9/76 WORK SCHEDULE

Participation in the voluntary 9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.

The election for a 9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.

A 38 hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.

To request a 9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head.

3319676.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A COMPENSATION AND BENEFIT PLAN FOR THE CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AND BENEFIT PLAN, ACKNOWLEDGING CONCURRENT REVISIONS PURSUANT TO CITY MANAGER EMPLOYMENT AGREEMENT, 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 of Newark (the "City") has previously adopted and periodically amended the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group; and

WHEREAS, members of the City Officials and the Management, Supervisory, and Professional Employee Group are unrepresented employees; and

WHEREAS, the City Council desires to establish salaries and benefits for the City Officials and the Management, Supervisory, and Professional Employee Group; and

WHEREAS, the Compensation and Benefit Plan, dated July 1, 2019 (the "Plan"), attached hereto and incorporated herein by this reference as Exhibit A, enumerates the job classifications whose incumbents shall be considered members of the City Officials and the Management, Supervisory, and Professional Employee Group and also provides for the salaries and benefits for the City Officials and the Management, Supervisory, and Professional Employee Group; and

WHEREAS, the City Council finds that the terms and conditions of the Plan are proper and in the best interests of the City; and

WHEREAS, the City Manager entered into an employment agreement effective December 29, 2018 which provides that the City Manager participates in the Plan and receives applicable salary and benefits under the Plan, as may be modified from time to time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the Plan, effective July 1, 2019 and authorizes the City Manager to execute the Plan, with any necessary non-substantive modifications, and to take such further actions as may be necessary to implement the Plan for the period of July 1, 2019 through June 30, 2022, a copy of which is attached as Exhibit A with a

redlined version of the prior Plan attached hereto as Exhibit B for general reference only.

BE IT FURTHER RESOLVED that Resolution No. 10678 pertaining to the City Officials and the Management, Supervisory, and Professional Employee Group Plan is hereby repealed effective June 30, 2019, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that any applicable amendments to salary and benefits contained within the Plan apply to the City Manager pursuant to the City Management Employment Agreement effective December 29, 2018.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the Plan, effective July 1, 2019.

3319051.1

EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR

CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY,

AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2019

THROUGH

JUNE 30, 2022

Adopted: _____

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COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2019 through June 30, 2022.

II. COMPENSATION

The classifications listed below of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The classifications that are participating in the Management, Supervisory, and Professional Pay Plan including the City Manager and City Attorney are those listed below:

Management, Supervisory, and Professional Compensation

<u>Classification</u>	<u>Range</u>
Accountant	9
Accounting Manager	15
Administrative Analyst	9
Assistant to the City Manager	12
Assistant City Engineer	19
Assistant City Manager (Dept. Head)	24
Administrative Services Director (Dept. Head)	24
Assistant Engineer-Civil	9
Assistant Maintenance Superintendent	14
Associate Civil Engineer	13
Associate Planner	10
Chief Building Official/City Architect	18
City Attorney (Exempt Service)	24
City Clerk	15
City Manager (Exempt Service)	28
Communications Supervisor	10
Community Development Director (Dept. Head)	24
Community Engagement Manager	10
Deputy Community Development Director	17
Economic Development Manager	13
Finance Manager	18
Human Resources Director (Dept. Head)	24

Information Systems Manager	15
Junior Engineer - Civil	7
Maintenance Superintendent	16
Plan Check Engineer	13
Planning Manager	15
Police Captain	21
Police Chief (Dept. Head)	24
Police Lieutenant	19
Public Works Director (Dept. Head)	24
Recreation and Community Services Director (Dept. Head)	24
Recreation Supervisor	10
Senior Accountant	12
Senior Administrative Analyst	12
Senior Center Supervisor	9
Senior Civil Engineer	15
Senior Planner	13
Senior Recreation Supervisor	12

Effective July 1, 2019, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2020, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2021, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a one and one-half percent (1.5%) salary increase. If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent

(1.5%) salary increase scheduled for July 1, 2021.

Executive Management Team shall include the City Manager, the City Attorney and those classifications designated as Department Heads.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

All active management, supervisory, and professional employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be \$1,000 for full-time management, supervisory, and professional employees and pro-rated for part-time management, supervisory, and professional employees and shall be provided by no later than September 1, 2019.

The off-salary-schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.

III. WORKING HOURS

- A. Full-time management, supervisory, and professional employees work 40 hours per week and as necessary. The Nine-Eighty (9/80) is the standard work schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work 9 hours per day for four days and one day of 8 hours in one week (44 hours) and then 9 hours per day for four days in the next week (36 hours). The City Manager may revise the standard work schedule upon reasonable notice.
- B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave, birthday holiday or floating holidays during the furlough.
- C. 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
- D. 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:

1. There is two weeks advance notice to payroll,
 2. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year,
 3. Payments begin no later than January 1 of the fiscal year, and
 4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.
- E. Alternatives to the 9/80 work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

- A. Management, supervisory, and professional employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.
- B. The City agrees to pay regular full-time employees bilingual assignment pay of \$100.00 per month. Regular part-time employee scheduled to work 30-35 hours per week will receive bilingual assignment pay of \$75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

- A. Pursuant to Section 401(a), Internal Revenue Code, the CONTRIBUTION PROVISIONS, Section E, of the Newark Executive Management Plan shall be as follows:
 1. The Employer shall contribute on behalf of each participant six percent (6%) of earnings for the Plan Year.
 2. Each participant is required to contribute six percent (6%) of earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the

purpose of computation in Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the \$100 monthly Health and Welfare Allowance. The \$100 monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code.

1. Pick-up of Employee Contributions

- a. Pursuant to the provisions of this Agreement, the City 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 City in lieu of employee contributions.
- b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.
- c. Employee contributions made by the City under paragraph a. 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.
- d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. 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 City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. 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.

VI. RETIREMENT

- A. All Management employees 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".
- B. The City shall continue to provide to all sworn Classic management employees a retirement formula known as "3% at 50" together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total pre-tax contribution of 13%.

Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the sworn Classic members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the sworn Classic members' rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

- C. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death

benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the non-sworn Classic member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

- D. The City shall provide to sworn management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 11.5%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution

rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for Sworn Classic Members, Non-Sworn Classic and Non-Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.

- E. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay (currently 3.468%) for a current total of 9.718%.

- F. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

VII. HEALTH AND WELFARE

- A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees 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. 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.
- B. 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 with management, supervisory, and professional employees regarding the impact of such changes.

- C. Effective for the 2020 plan year, the City shall contribute to each eligible management, supervisory, and professional employee's cafeteria plan an amount equal to the following minus the Minimum Employer Contribution.

Employee Only: \$844
Employee + 1 Dependent: \$1,687
Employee + 2 or more Dependents: \$2,228

Effective for the 2021 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.

Employee Only: \$861
Employee + 1 Dependent: \$1,721
Employee + 2 or more Dependents: \$2,273

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.

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

- D. Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.
- E. Regular full time employees in the Management, Supervisory, and Professional Employee Group, City Manager, and City Attorney are eligible for an allowance of up to \$100 per month towards the cost of health care premiums, long term disability premiums, short term disability premiums or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Management, Supervisory, and Professional Employee Group are eligible for an allowance of up to \$75 for 30-35 hour employees and up to \$50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees

based on the following criteria:

1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of \$100 per month for full time employees, up to a maximum of \$75 for regular part-time 30-35 hour employees and up to a maximum of \$50 for regular part-time 20-25 hour employees. Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their \$100 monthly allowance automatically deferred to the RHS plan.
 2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be \$33.00 and the maximum quarter reimbursement allowance is \$300.00 for full time employees, \$225 for regular part-time 30-35 hour employees and \$150 for regular part-time 20-25 hour employees.
 3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long-term or short-term disability premiums, or health care expenses. During a leave of absence without pay, an employee is not eligible to receive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.
 4. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.
 5. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis if the employee qualified for the Health Benefit. To qualify for pro-rata pay, employee must serve 50 percent of the working days in the month to qualify for the \$100 benefit.
- F. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of \$20,000 to each management, supervisory, and professional employee including the City Manager and City Attorney. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IX. RESERVED

X. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to \$10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.
2. If an employee receives more than \$5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
 - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

- b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to \$10,000) under the Educational Reimbursement Plan as follows:
 - i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.
 - ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.
 - iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.
 - iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
 - v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.
 - vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.
- 3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

XI. TRAVEL EXPENSE REIMBURSEMENT

- A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

- B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of \$400 per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of 200 miles per month.
- C. Executive management employees including the City Manager and City Attorney shall receive a vehicle allowance in the amount of \$400 per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of 200 miles per month.

XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the 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.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another. Management leave must be taken prior to separation.

In recognition of the extra hours of work required, the City Manager and City Attorney shall receive an annual allocation of fifty-six (56) hours of management leave per fiscal year.

Regular part-time employees may be granted management leave proportionally to

their assigned work hours as recommended by the Department Head with approval by the City Manager.

XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment C.

XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

XVI. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, 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.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XII and listed below:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XVII. HOLIDAYS

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full time and regular part-time management, supervisory, and professional employees including the City Manager and City Attorney:

- 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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval
- Floating Holiday, to be scheduled subject to department head approval

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

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.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. An employee must be employed in a classification covered by this Resolution on his/her birth date to be eligible for the birthday holiday during that fiscal year.

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, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, 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 of 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.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

<u>Work Schedule</u>	<u>Holiday Pay</u>
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

Dated: July 11, 2019

By: _____
David J. Benoun
City Manager

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, professional, City Manager and City Attorney classifications except City Council members.

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures and ranges will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested. Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

- A. Structure. The Management, Supervisory, and Professional Pay Plan consists of thirty (30) salary ranges which provide an approximate spread of forty-five (45) percent between the minimum and maximum amounts and a differential of five (5) percent between the maximum of the ranges descending from the maximum amount established for Range No. 30. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to recognize varying levels of performance. All management, supervisory, and professional classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

- B. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments shall be based on performance. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment recommended by the department head should be forwarded to the City Manager.
- C. Adjustments based on Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for

the range.

- D. Meritorious Performance Adjustment. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is beyond a satisfactory level. A meritorious performance adjustment would be in addition to any adjustment based on range movement. For fiscal years 2019-2020, 2020-2021 and 2021-2022 such an increase shall be up to two percent (2%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in his/her position representing an increased value to the City.
2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

- E. Special Adjustment. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of his/her classification as determined by the City Manager.
2. Competitive labor market conditions warrant an adjustment.
3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY SCHEDULE COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS Management, Supervisory, and Professional Employees

July 1, 2019

Salary Range	Minimum	Maximum
1	4,615	6,691
2	4,846	7,029
3	5,088	7,381
4	5,343	7,745
5	5,609	8,135
6	5,893	8,543
7	6,184	8,969
8	6,498	9,417
9	6,819	9,885
10	7,160	10,383
11	7,519	10,903
12	7,896	11,448
13	8,291	12,019
14	8,706	12,619
15	9,138	13,254
16	9,597	13,914
17	10,077	14,609
18	10,579	15,341
19	11,108	16,106
20	11,665	16,912
21	12,245	17,758
22	12,860	18,651
23	13,505	19,578
24	14,179	20,557
25	14,888	21,590
26	15,632	22,666
27	16,412	23,800
28	17,234	24,986
29	18,097	26,237
30	19,001	27,550

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the

Resolution No. XXXXX

40 hour workweek salary ranges.

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Management, Supervisory, and Professional Employees

July 1, 2020

Salary Range	Minimum	Maximum
1	4,684	6,791
2	4,918	7,134
3	5,165	7,492
4	5,423	7,862
5	5,693	8,257
6	5,981	8,671
7	6,277	9,103
8	6,596	9,558
9	6,921	10,033
10	7,267	10,539
11	7,632	11,067
12	8,014	11,620
13	8,415	12,199
14	8,836	12,809
15	9,275	13,453
16	9,741	14,122
17	10,228	14,828
18	10,738	15,571
19	11,275	16,348
20	11,840	17,166
21	12,429	18,025
22	13,053	18,930
23	13,707	19,872
24	14,391	20,865
25	15,111	21,914
26	15,866	23,006
27	16,658	24,157
28	17,492	25,361
29	18,369	26,630
30	19,286	27,963

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated

Resolution No. XXXXX

shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
 Management, Supervisory, and Professional Employees

July 1, 2021

Salary Range	Minimum	Maximum
1	4,755	6,893
2	4,992	7,241
3	5,242	7,604
4	5,504	7,980
5	5,778	8,381
6	6,071	8,801
7	6,371	9,240
8	6,694	9,702
9	7,025	10,184
10	7,376	10,697
11	7,746	11,233
12	8,134	11,794
13	8,541	12,382
14	8,969	13,001
15	9,414	13,654
16	9,887	14,334
17	10,381	15,050
18	10,899	15,804
19	11,444	16,593
20	12,018	17,423
21	12,615	18,295
22	13,249	19,214
23	13,913	20,170
24	14,607	21,178
25	15,338	22,243
26	16,104	23,351
27	16,908	24,519
28	17,755	25,741
29	18,644	27,030
30	19,575	28,383

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour

Resolution No. XXXXX

workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

ATTACHMENT C

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP INCLUDING THE CITY MANAGER AND CITY ATTORNEY

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Management, Supervisory, and Professional Employee Group. Regular part-time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave 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 161 hours of general leave per year. An RPT employee with one year of City service who works 24 hours per week will receive 110.4 hours of general leave per year. 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.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees

Eligible regular full-time employees shall be entitled to the following annual accrual.

<u>Years of Completed Service</u>	<u>RFT Leave Accrual</u>
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours

20 or more 264 hours

- B. General Leave shall be accrued in hours on a semi-monthly basis.
- C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.
- D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.
- E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

<u>Years of Completed Service</u>	<u>Maximum accrual</u>
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

<u>Years of Completed Service</u>	<u>20-25 hour Leave Accrual</u>	<u>30-35 hour Leave Accrual</u>
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

- G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

<u>Years of</u>	20-25 hour	30-35 hour
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<u>Completed Service</u>	<u>Maximum accrual</u>	<u>Maximum accrual</u>
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.
- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or his/her designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document.

Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying his/her supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.
- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a

temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.
 - 3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year,

a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave 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 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

- B. The City Manager and City Attorney may request at any time during the fiscal year to receive pay for up to eighty (80) hours of General Leave in hourly increments at the current hourly salary rate.

VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

ATTACHMENT D

RECREATION BENEFITS

- I. 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.

- II. 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.

EXHIBIT B

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR

CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY,

AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, ~~2017~~2019

THROUGH

JUNE 30, ~~2019~~2022

Adopted: ~~July 113, 20197~~ _____

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COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 201~~97~~ through June 30, ~~2019~~2022.

II. COMPENSATION

The classifications listed below of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The classifications that are participating in the Management, Supervisory, and Professional Pay Plan including the City Manager and City Attorney are those listed below:

Management, Supervisory, and Professional Compensation

<u>Classification</u>	<u>Range</u>
Accountant	9
Accounting Manager	15
Assistant Building Official	14
Administrative Analyst	9
Assistant to the City Manager	12
Assistant City Engineer	19
Assistant City Manager (Dept. Head)	24
Administrative Services Director (Dept. Head)	24
Assistant Engineer-Civil	9
Assistant Maintenance Superintendent	14
Assistant Planner	8
Associate Civil Engineer	13
Associate Planner	10
Chief Building Official/City Architect	18
City Attorney (Exempt Service)	24
City Clerk	14 15
City Manager (Exempt Service)	28
Communications Supervisor	10
Community Development Director (Dept. Head)	24
Community Engagement Manager	10
Deputy Community Development Director	17
Economic Development Manager	13
Finance Manager	18
Finance Technician	10

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Human Resources Director (Dept. Head)	24
Information Systems Manager	15
Junior Engineer - Civil	7
Maintenance Superintendent	16
Maintenance Supervisor	12
Plan Check Engineer	13
Planning Manager	15
Police Captain	21
Police Chief (Dept. Head)	24
Police Lieutenant	19
Public Works Director (Dept. Head)	24
Recreation and Community Services Director (Dept. Head)	24
Recreation Supervisor	10
Senior Accountant	12
Senior Administrative Analyst	12
Senior Center Supervisor	9
Senior Civil Engineer	15
Senior Planner	13
Senior Recreation Supervisor	12

Effective July 1, 2019~~7~~, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased ~~four-one and one-half~~ percent (~~41.5~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a ~~one and one-half~~ percent (~~41.5~~%) salary increase.

Effective July 1, ~~2018~~2020, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased ~~one and one-half~~ percent (~~1.54~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a ~~one and one-half~~ percent (~~41.5~~%) salary increase.

Effective July 1, 2021, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a one and one-half percent (1.5%) salary increase. If by January 1, 2021, the City's revenues for Fiscal Year 21/22

are projected to be at least \$1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.

Executive Management Team shall include the City Manager, the City Attorney and those classifications designated as Department Heads.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

—All active management, supervisory, and professional employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be \$1,000 for full-time management, supervisory, and professional employees and pro-rated for part-time management, supervisory, and professional employees and shall be provided by no later than September 1, 2019.

The off-salary-schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.

III. WORKING HOURS

- A. Full-time management, supervisory, and professional employees work 40 hours per week and as necessary. The Nine-Eighty (9/80) is the standard work schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work 9 hours per day for four days and one day of 8 hours in one week (44 hours) and then 9 hours per day for four days in the next week (36 hours). The City Manager may revise the standard work schedule upon reasonable notice.
- B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave, birthday holiday or floating holidays during the furlough.
- C. 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 or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

- D. 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:
 - 1. There is two weeks advance notice to payroll,
 - 2. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year,
 - 3. Payments begin no later than January 1 of the fiscal year, and
 - 4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.
- E. Alternatives to the 9/80 work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

- A. Management, supervisory, and professional employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.
- B. The City agrees to pay regular full-time employees bilingual assignment pay of \$~~75~~100.00 per month. Regular part-time employee scheduled to work 30-35 hours per week will receive bilingual assignment pay of \$~~75~~6.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$~~38~~50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

- A. Pursuant to Section 401(a), Internal Revenue Code, the CONTRIBUTION PROVISIONS, Section E, of the Newark Executive Management Plan shall be as follows:
 - 1. The Employer shall contribute on behalf of each participant six percent (6%) of earnings for the Plan Year.
 - 2. Each participant is required to contribute six percent (6%) of earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the

purpose of computation in Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the \$100 monthly Health and Welfare Allowance. The \$100 monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code.

1. Pick-up of Employee Contributions

- a. Pursuant to the provisions of this Agreement, the City 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 City in lieu of employee contributions.
- b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.
- c. Employee contributions made by the City under paragraph a. 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.
- d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. 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 City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. 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.

VI. RETIREMENT

- A. All Management employees 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".
- B. The City shall continue to provide to all sworn Classic management employees a retirement formula known as "3% at 50" together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total pre-tax contribution of 13%.

Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the sworn Classic members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the sworn Classic members' rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

- C. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic

Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the non-sworn Classic member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

- D. The City shall provide to sworn management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 11.5%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for Sworn Classic Members, Non-Sworn Classic and Non-

Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.

- E. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay (currently 3.468%) for a current total of 9.718%.

- F. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

VII. HEALTH AND WELFARE

- A. The contribution by the City toward monthly premiums for health and welfare programs of **management, supervisory, and professional** 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. 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.
- B. 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 management, supervisory, and professional employees ~~the Association~~ regarding the impact of such changes.

- ~~C. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2017, the City shall provide contribute \$605 per month for to each eligible management, supervisory, and professional Management Group employee's to the City's cafeteria plan an amount equal to the following minus the Minimum Employer Contribution. The \$605 monthly contribution may be used by eligible employees to pay for employer offered benefits including medical, dental, and/or vision insurance. In the event that the cost for the selected employer offered medical, dental or vision insurance exceeds \$605 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125.~~

~~Employee Only: \$844~~

~~Employee + 1 Dependent: \$1,687~~

~~Employee + 2 or more Dependents: \$2,228~~

~~Effective for the 2021 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:~~

~~Employee Only: \$861~~

~~Employee + 1 Dependent: \$1,721~~

~~Employee + 2 or more Dependents: \$2,273~~

~~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:~~

~~Employee Only: \$878~~

~~Employee + 1 Dependent: \$1,755~~

~~Employee + 2 or more Dependents: \$2,318~~

- ~~D. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652 for each eligible employee to the City's cafeteria plan.~~

- ~~E. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its~~

~~monthly contribution by 5% from \$652 to \$685 for each eligible employee to the City's cafeteria plan.~~

~~F.D. Effective July 1, 2017, e~~Employees may "cashout" up to \$450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.

~~G. 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.~~

H. Regular full time employees in the Management, Supervisory, and Professional Employee Group, City Manager, and City Attorney are eligible for an allowance of up to \$100 per month towards the cost of health care premiums, long term disability premiums, short term disability premiums or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Management, Supervisory, and Professional Employee Group are eligible for an allowance of up to \$75 for 30-35 hour employees and up to \$50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of \$100 per month for full time employees, up to a maximum of \$75 for regular part-time 30-35 hour employees and up to a maximum of \$50 for regular part-time 20-25 hour employees. Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their \$100 monthly allowance automatically deferred to the RHS plan.
2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be \$33.00 and the maximum quarter reimbursement allowance is \$300.00 for full time employees, \$225 for regular part-time 30-35 hour employees and \$150 for regular part-time 20-25 hour employees.
3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long-term or short-term disability premiums, or health care expenses. During a leave of

absence without pay, an employee is not eligible to receive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.

4. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.
5. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis if the employee qualified for the Health Benefit. To qualify for pro-rata pay, employee must serve 50 percent of the working days in the month to qualify for the \$100 benefit.

- I. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of \$20,000 to each management, supervisory, and professional employee including the City Manager and City Attorney. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

~~IX. RESERVED UNIFORMS MAINTENANCE AND PROVISION OF UNIFORMS~~

~~A. The City will provide the classification of Maintenance Supervisor with one clean uniform daily.~~

~~B. Police management employees designated as public safety shall receive a uniform maintenance allowance of \$58.00 per month.~~

X. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for

advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to \$10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.
2. If an employee receives more than \$5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
 - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and
 - b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to \$10,000) under the Educational Reimbursement Plan as follows:
 - i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.
 - ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.
 - iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

- iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
 - v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.
 - vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.
3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

XI. TRAVEL EXPENSE REIMBURSEMENT

- A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.
- B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of \$400 per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of 200 miles per month.
- C. Executive management employees including the City Manager and City Attorney shall receive a vehicle allowance in the amount of \$400 per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of 200 miles per month.

XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the 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.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another. Management leave must be taken prior to separation.

In recognition of the extra hours of work required, the City Manager and City Attorney shall receive an annual allocation of fifty-six (56) hours of management leave per fiscal year.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment C.

XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

XVI. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, 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.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XII and listed below:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XVII. HOLIDAYS

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full time and regular part-time management, supervisory, and professional employees including the City Manager and City Attorney:

- 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
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval
- Floating Holiday, to be scheduled subject to department head approval

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

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.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. An employee must be employed in a classification covered by this Resolution on his/her birth date to be eligible for the birthday holiday during that fiscal year.

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, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, 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 of 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.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

~~B. Public Safety Management~~

~~Regular full-time employees in the classification of Police Captain and Police Lieutenant shall receive as compensation in lieu of holidays an amount equal to 5.0% of regular pay, to be paid each pay period. (See Section XVII. A. for complete list of holidays)~~

~~BC. Regular Part-Time Employees~~

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

Work Schedule
30-35 work hours

Holiday Pay
6-7 hours per holiday

20-25 work hours

4-5 hours per holiday

Dated: July 11, ~~2017~~2019

By: _____
~~John Becker~~David J. Benoun
City Manager

Resolution No. ~~10678~~XXXXX

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, professional, City Manager and City Attorney classifications except City Council members.

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures and ranges will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested. Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

- A. Structure. The Management, Supervisory, and Professional Pay Plan consists of thirty (30) salary ranges which provide an approximate spread of forty-five (45) percent between the minimum and maximum amounts and a differential of five (5) percent between the maximum of the ranges descending from the maximum amount established for Range No. 30. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to recognize varying levels of performance. All management, supervisory, and professional classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

- B. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments shall be based on performance. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment recommended by the department head should be forwarded to the City Manager.
- C. Adjustments based on Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

- D. Meritorious Performance Adjustment. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is beyond a satisfactory level. A meritorious performance adjustment would be in addition to any adjustment based on range movement. For fiscal years ~~2019-2020, 2020-2021~~ and ~~fiscal year 2021-2022~~ such an increase shall be up to two percent (2%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in his/her position representing an increased value to the City.
2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

- E. Special Adjustment. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:
1. An employee's performance consistently exceeds the scope and expectations of his/her classification as determined by the City Manager.
 2. Competitive labor market conditions warrant an adjustment.
 3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY SCHEDULE COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS Management, Supervisory, and Professional Employees

July 1, 2019

Salary Range	Minimum	Maximum
11	4,6154,372	6,6916,339
22	4,8464,591	7,0296,659
33	5,0884,820	7,3816,992
44	5,3435,062	7,7457,337
55	5,6095,313	8,1357,706
66	5,8935,583	8,5438,093
77	6,1845,858	8,9698,496
88	6,4986,156	9,4178,921
99	6,8196,459	9,8859,364
1010	7,1606,783	10,3839,836
1111	7,5197,123	10,90310,329
1212	7,8967,480	11,44810,845
1313	8,2917,854	12,01911,386
1414	8,7068,247	12,61911,955
1515	9,1388,657	13,25412,556
1616	9,5979,092	13,91413,181
1717	10,0779,546	14,60913,839
1818	10,57910,022	15,34114,533
1919	11,10810,523	16,10615,258
2020	11,66511,051	16,91216,021
2121	12,24511,600	17,75816,823
2222	12,86012,183	18,65117,668
2323	13,50512,793	19,57818,547
2424	14,17913,432	20,55719,474
2525	14,88814,103	21,59020,453
2626	15,63214,809	22,66621,472
2727	16,41215,547	23,80022,546
2828	17,23416,326	24,98623,670
2929	18,09717,144	26,23724,855
3030	19,00118,000	27,55026,099

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
 Management, Supervisory, and Professional Employees

July 1, 202018

Salary Range	Minimum	Maximum
1	4,6844,547	6,7916,592
2	4,9184,774	7,1346,925
3	5,1655,013	7,4927,272
4	5,4235,264	7,8627,631
5	5,6935,526	8,2578,015
6	5,9815,806	8,6718,417
7	6,2776,093	9,1038,836
8	6,5966,402	9,5589,278
9	6,9216,718	10,0339,739
10	7,2677,054	10,53910,230
11	7,6327,408	11,06710,742
12	8,0147,779	11,62011,279
13	8,4158,168	12,19911,841
14	8,8368,577	12,80912,433
15	9,2759,003	13,45313,058
16	9,7419,455	14,12213,708
17	10,2289,928	14,82814,393
18	10,73810,423	15,57115,114
19	11,27510,944	16,34815,868
20	11,84011,493	17,16616,662
21	12,42912,064	18,02517,496
22	13,05312,670	18,93018,375
23	13,70713,305	19,87219,289
24	14,39113,969	20,86520,253
25	15,11114,668	21,91421,271
26	15,86615,401	23,00622,331
27	16,65816,169	24,15723,448
28	17,49216,979	25,36124,617
29	18,36917,830	26,63025,849
30	19,28618,720	27,96327,143

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

Resolution No. ~~XXXXX10678~~

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
 Management, Supervisory, and Professional Employees

July 1, 2021

Salary Range	Minimum	Maximum
1	4,755	6,893
2	4,992	7,241
3	5,242	7,604
4	5,504	7,980
5	5,778	8,381
6	6,071	8,801
7	6,371	9,240
8	6,694	9,702
9	7,025	10,184
10	7,376	10,697
11	7,746	11,233
12	8,134	11,794
13	8,541	12,382
14	8,969	13,001
15	9,414	13,654
16	9,887	14,334
17	10,381	15,050
18	10,899	15,804
19	11,444	16,593
20	12,018	17,423
21	12,615	18,295
22	13,249	19,214
23	13,913	20,170
24	14,607	21,178
25	15,338	22,243
26	16,104	23,351
27	16,908	24,519
28	17,755	25,741
29	18,644	27,030
30	19,575	28,383

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

ATTACHMENT C

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP INCLUDING THE CITY MANAGER AND CITY ATTORNEY

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Management, Supervisory, and Professional Employee Group. Regular part-time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave 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 161 hours of general leave per year. An RPT employee with one year of City service who works 24 hours per week will receive 110.4 hours of general leave per year. 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.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees

Eligible regular full-time employees shall be entitled to the following annual accrual.

<u>Years of Completed Service</u>	<u>RFT Leave Accrual</u>
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

- B. General Leave shall be accrued in hours on a semi-monthly basis.
- C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.
- D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.
- E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

<u>Years of Completed Service</u>	<u>Maximum accrual</u>
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

<u>Years of Completed Service</u>	<u>20-25 hour Leave Accrual</u>	<u>30-35 hour Leave Accrual</u>
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

- G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave 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 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours

20 or more

264-330 hours

396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.
- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or his/her designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast

or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying his/her supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.
- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.
 - 3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests

for General Leave 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 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

- B. The City Manager and City Attorney may request at any time during the fiscal year to receive pay for up to eighty (80) hours of General Leave in hourly increments at the current hourly salary rate.

VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

ATTACHMENT D

RECREATION BENEFITS

- I. Employees and their spouses or registered domestic partners and up to 2 children **or grandchildren** living in the same household, ~~18-26~~ 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.
- II. 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.

3319680.1

Resolution No. ~~XXXXX10678~~

I.1 Appointment to the Planning Commission – from Mayor Nagy. (RESOLUTION)

Background/Discussion – On May 23, 2019, the City Council declared a vacancy on the Planning Commission due to the death of Bernie Nillo. The City Clerk was authorized to post a notice of vacancy. By the published deadline, eligible applications were received from Olga Borjon, John Becker, and Matthew Jorgens.

All applicants have been interviewed and the successful candidate will be announced at the City Council meeting. The appointment will be for the unexpired term of Mr. Nillo’s Planning Commission seat, December 31, 2021.

Attachment - Resolution

Action - It is recommended that the City Council, by resolution, approve the appointment of _____ to the Planning Commission for a term to expire on December 31, 2021.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPOINTING _____ TO THE
PLANNING COMMISSION

WHEREAS, a vacancy occurred on the Newark Planning Commission when Bernie Nillo died in May; and

WHEREAS, the City Council declared a vacancy on May 23, 2019 and authorized the City Clerk to post a notice of vacancy; and

WHEREAS, after the vacancy was duly noticed, three applicants were interviewed by the Mayor; and

WHEREAS, the Mayor of the City of Newark has appointed _____ to the Planning Commission for a term to expire on December 31, 2021;

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.



City of Newark

MEMO

DATE: July 1, 2019
TO: City Council
FROM: Sheila Harrington, City Clerk *A.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of July 11, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
June 21, 2019	Page 1-2	118071 to 118142	Inclusive
June 27, 2019	Page 1-2	118143 to 118204	Inclusive




City of Newark

MEMO

DATE: July 1, 2019

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager 

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 11, 2019.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

Final Disbursement List. Check Date 06/27/19, Due Date 07/08/19, Discount Date 07/08/19. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
118143	10736	ABACUS PRODUCTS INC	06/27/19	869.75	PRINTING SVCS
118144	332	ADAMSON POLICE PRODUCTS	06/27/19	9,628.76	EQUIP REPL SWAT RIFLES APPR#2019-10
118145	10449	AFIAC ATTN: REMITTANCE PROCESSING SERVIC	06/27/19	1,338.80	PAYROLL - SHORT TERM DISABILITY PREMIUM
118146	11722	AG TRANSMISSION REPAIR INC.	06/27/19	12,246.26	FIRE REPAIR SERVICES
118147	413	AIR EXCHANGE INC	06/27/19	712.97	EXHAUST REPAIR
118148	287	TREASURER OF ALAMEDA COUNTY/GREGORY J AH	06/27/19	16,491.00	CAL-ID 2018/19
118149	284	ALAMEDA CO. ITD/REGISTRAR OF VOTERS	06/27/19	2,937.50	RADIO REPAIR/MAINT
118150	348	AT&T	06/27/19	291.29	ATT TELECOM & T1 TO FS
118151	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	06/27/19	503.20	BATTERIES
118152	9680	BAY CENTRAL PRINTING	06/27/19	127.56	BUSINESS CARD IMPRINTING
118153	11550	CAL ENGINEERING & GEOLOGY, INC.	06/27/19	3,747.50	CIP #1192 SPORTSFIELD PARK GEOTECH SERVI
118154	7439	CENTERVILLE LOCKSMITH	06/27/19	58.22	BUILDING SUPPLIES
118155	11563	CENTRAL VALLEY TOXICOLOGY, INC.	06/27/19	636.00	LAB TESTS
118156	11328	CLEAN RIVER RECYCLING SOLUTIONS	06/27/19	7,672.50	TRASH/RECYCLING/ORGANICS BINS
118157	11734	COUNTY OF SANTA CLARA-CRIME LAB	06/27/19	855.00	CRIME LAB FEES
118158	10650	MAY YAM	06/27/19	4,880.00	CITY SERVICE REFUND
118159	10793	BELLE HAVEN ELEMENTARY SCHOOL	06/27/19	100.00	RENTAL DEPOSIT REFUND
118160	10793	HARVEY GREEN ELEMENTARY SCHOOL	06/27/19	100.00	RENTAL DEPOSIT REFUND
118161	10793	HEATHER ELEMENTARY SCHOOL	06/27/19	100.00	RENTAL DEPOSIT REFUND
118162	10793	STANTON ELEMENTARY SCHOOL	06/27/19	100.00	RENTAL DEPOSIT REFUND
118163	10793	PALOMARES ELEMENTARY SCHOOL	06/27/19	100.00	RENTAL DEPOSIT REFUND
118164	10793	BREWER ISLAND SCHOOL 5TH GRADE PROMOTION	06/27/19	100.00	RENTAL DEPOSIT REFUND
118165	10793	ROYA GONZALEZ	06/27/19	300.00	RENTAL DEPOSIT REFUND
118166	10793	KENNEDY ELEMENTARY SCHOOL	06/27/19	100.00	RENTAL DEPOSIT REFUND
118167	10793	ABIGAIL P. WILLIAMS	06/27/19	100.00	RENTAL DEPOSIT REFUND
118168	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	06/27/19	48.75	PH NOTICES
118169	3356	DELL MARKETING L P C/O DELL USA L P	06/27/19	9,683.37	12 DELL DESKTOP PC'S
118170	7631	DELTA DENTAL	06/27/19	14,172.03	DENTAL PREMIUM - JULY'19
118171	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	06/27/19	445.88	DENTAL PREMIUM - JULY'19
118172	11404	ALHAMBRA	06/27/19	694.13	WATER SERVICE
118173	10575	ALHAMBRA	06/27/19	76.55	WATER SERVICE FOR SDC FOR FISCAL YEAR 20
118174	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	06/27/19	1,784.97	VISION PREMIUM
118175	1733	FIRST BAPTIST CHURCH	06/27/19	80.00	DONATION JUNE'19
118176	5106	CITY OF FREMONT REVENUE DIVISION	06/27/19	8,714.36	SHELTER OP EXPS
118177	11112	FREMONT CHRYSLER DODGE JEEP RAM	06/27/19	783.93	PARTS
118178	8762	GHA TECHNOLOGIES INC	06/27/19	651.41	2 10 TB HDD FOR PD BACKUP
118179	9246	DAVID HIGBEE	06/27/19	197.96	POST MANAGEMENT 11/18-11/22/19
118180	11389	ISH AMITOJ KAUR	06/27/19	2,426.40	RECREATION CONTRACT
118181	11726	KRAMER WORKPLACE INVESTIGATIONS	06/27/19	3,717.50	INVESTIGATION SERVICES
118182	7189	LINCOLN AQUATICS	06/27/19	729.66	PROMINENT CHEM FEED PARTS
118183	11736	MANAGEMENT PARTNERS INC.	06/27/19	14,784.20	COMMUNITY DEVELOPMENT CONSULTING SRVCS C
118184	7618	METLIFE SBC	06/27/19	1,354.79	LONG TERM DISABILITY PREMIUM
118185	10865	NEW IMAGE LANDSCAPE	06/27/19	920.00	LANDSCAPE EXTRA WORK
118186	349	PACIFIC GAS & ELECTRIC	06/27/19	2,186.54	STREETLIGHTS AND TRAFFIC SIGNALS
118187	11322	PAPA JOHNS PIZZA	06/27/19	1,030.00	CAFE AND BIRTHDAY PARTY FOOD
118188	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	06/27/19	432.00	PEST CONTROL SERVICES
118189	11346	PHAN'S SMOG STATION	06/27/19	80.00	SMOG TESTS
118190	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	06/27/19	118.69	CIP #1194 DOG PARK, SPECIFICATIONS PRINT
118191	11376	QUINCY ENGINEERING INC	06/27/19	32,660.46	PROFESSIONAL ENGINEERING SERVICES FOR CE
118192	11171	SSP DATA, INC	06/27/19	2,525.30	2 PALO ALTO PAN-220 + 1 YEAR SUBSCRIPTIO
118193	11533	ST. FRANCIS ELECTRIC. LLC.	06/27/19	24,100.00	STREETLIGHT MAINTENANCE

Final Disbursement List. Check Date 06/27/19, Due Date 07/08/19, Discount Date 07/08/19. Computer Checks.
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
118194	11535	ANNE STEDLER	06/27/19	605.00	EXPENSE REIMBURSEMENT
118195	7744	T-MOBILE	06/27/19	376.58	T-MOBILE CELL SERVICE
118196	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	06/27/19	1,721.13	VEST REPLACEMENT APP#2019-17
118197	135	TURF & INDUSTRIAL EQUIPMENT CO	06/27/19	456.57	RENTAL OF TURF EQUIPMENT
118198	7517	U S FOODS INC SAN FRANCISCO	06/27/19	816.05	CAFE FOOD AND DRINK SUPPLIES
118199	11708	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	06/27/19	27,751.00	JANITORIAL SERVICES
118200	10968	UTILITY TELEPHONE	06/27/19	17,127.64	UTILITY TELEPHONE PHONE AND WAN SERVICE
118201	853	VALLEY OIL COMPANY LOCKBOX# 138719	06/27/19	9,281.30	FUEL
118202	5623	VERIZON WIRELESS	06/27/19	418.11	CELL SERVICE FOR TRAKIT IPADS
118203	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	06/27/19	50.00	LAB TESTS
118204	5050	WEST COAST ARBORISTS INC	06/27/19	104,252.00	PARK TREE WORK
Total				351,350.57	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
118071	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	06/21/19	424.20	BACKGROUND CHECKS
118072	11094	ACME AUTO LEASING, LLC	06/21/19	1,909.44	ARMORED VEH LEASE
118073	10027	AD SERVICES	06/21/19	65.00	COURT RECORDING & COURIER SRVCS
118074	332	ADAMSON POLICE PRODUCTS	06/21/19	1,930.73	EQUIP REPL SWAT RIFLES APP#2019-10
118075	1774	AIRGAS USA, LLC	06/21/19	64.75	RENTAL TANKS AND EQUIPMENT
118076	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	06/21/19	7,435.00	CUPA FEES
118077	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	06/21/19	15,162.56	FLEET REPAIRS
118078	344	ALAMEDA COUNTY WATER DISTRICT	06/21/19	1,680.63	WATER FOR SWEEPER TRUCK
118079	5821	ALL CITY MANAGEMENT SERVICES, INC.	06/21/19	4,159.58	CROSSING GUARD SVCS
118080	12	ALLIED AUTO STORES INC	06/21/19	603.78	FLEET PARTS
118081	14	ALPINE AWARDS	06/21/19	281.94	TSHIRTS AND UNIFORMS
118082	9680	BAY CENTRAL PRINTING	06/21/19	63.78	BUSINESS CARD IMPRINTING
118083	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	06/21/19	254.70	A/C EMERG VET SVCS
118084	1513	BURTON'S FIRE INC	06/21/19	736.24	FLEET SUPPLIES
118085	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	06/21/19	23.87	FUEL
118086	9934	COMCAST SPOTLIGHT	06/21/19	1,478.35	COMMERCIAL AIRTIME 2019
118087	10793	MONNIE ALLOTEY	06/21/19	300.00	RENTAL DEPOSIT REFUND
118088	10793	LAKE ISLAND HOA	06/21/19	300.00	EXPENSE REIMBURSEMENT
118089	10793	GERALDINE AGUILAR	06/21/19	300.00	RENTAL DEPOSIT REFUND
118090	41	DALE HARDWARE	06/21/19	261.18	BUILDING SUPPLIES
118091	4731	EWING IRRIGATION PRODUCTS INC	06/21/19	122.93	LANDSCAPE TOOLS
118092	10642	FASTENAL COMPANY	06/21/19	210.17	FLEET SUPPLIES
118093	5137	FOUR SEASONS POOL SERVICE	06/21/19	199.70	SILLIMAN MAINTENANCE
118094	11112	FREMONT DEL GRANDE INC	06/21/19	130,388.67	DEALERSHIP INCENTIVES
118095	11112	FREMONT CHRYSLER DODGE JEEP RAM	06/21/19	451.64	PARTS
118096	550	FREMONT RUBBER STAMP CO INC	06/21/19	72.68	STAMPERS/DESK SIGNS
118097	11646	GACHINA LANDSCAPE MANAGEMENT, INC.	06/21/19	5,239.58	MISC LANDSCAPE REPAIRS
118098	3416	GAMETIME	06/21/19	4,802.20	REPLACEMENT PARTS FOR PLAYGROUND
118099	11522	ROBERT GENDREAU	06/21/19	250.00	EXPENSE REIMBURSEMENT
118100	65	JERRY HAAG URBAN PLANNER	06/21/19	6,437.50	CEQA PEER REVIEW FOR AREA 4
118101	4845	HINDERLITER DELLAMAS & ASSOCIATES	06/21/19	50,393.93	TRANSACTION TAX
118102	7563	HILLYARD / SAN FRANCISCO	06/21/19	2,969.55	SUPPLIES
118103	11540	JANSSEN'S PLACE AUTO BODY	06/21/19	1,003.83	AUTO REPAIRS
118104	865	JOINT VENTURE SILICON VALLEY	06/21/19	3,600.00	PUBLIC INVESTMENT - SVEDA DUES
118105	7566	KING KUSTOM KOVERS INC	06/21/19	256.83	CUSHION REPAIR
118106	293	LANGUAGE LINE SERVICES INC	06/21/19	131.83	INTERPRETATION SVCS
118107	11738	TERENCE LAU	06/21/19	864.94	EXPENSE REIMBURSEMENT
118108	11246	LOOMIS ARMORED	06/21/19	330.87	ARMORED CAR SERVICE
118109	11082	STEVEN LOSIER	06/21/19	1,851.29	EXPENSE REIMBURSEMENT
118110	8218	JOLIE MACIAS	06/21/19	120.47	EXPENSE REIMBURSEMENT
118111	11673	MAILFINANCE DEPT 3682	06/21/19	415.11	MAILING MACHINE LEASE AGREEMENT
118112	11530	JESUS MERO	06/21/19	249.99	EXPENSE REIMBURSEMENT
118113	9029	MEYERS NAVE RIBACK SILVER & WILSON	06/21/19	23,576.90	LITIGATION & LEGAL CONSULTING SRVCS
118114	10865	NEW IMAGE LANDSCAPE	06/21/19	14,483.04	PROJECT 1186B PARK AND LANDSCAPE SERVICE
118115	324	NEWARK CHAMBER OF COMMERCE	06/21/19	13,225.04	CHAMBER OF COMMERCE CHARGES
118116	327	OCCU-MED, LTD. FEDERAL TAX ID# 52-233351	06/21/19	40.00	PRE-EMPLOYMENT PHYSICALS
118117	349	PACIFIC GAS & ELECTRIC	06/21/19	58,428.24	CITY ELECTRICITY AND GAS
118118	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	06/21/19	142.00	PEST SERVICES
118119	10729	PETTY CASH CUSTODIAN-HR PHALATSAMY HUYNH	06/21/19	56.46	PETTY CASH REPLENISHMENT V#309-310
118120	11732	PLACER LABS, INC.	06/21/19	8,400.00	DEMOGRAPHIC REPORTS
118121	9811	REDFLEX TRAFFIC SYSTEMS	06/21/19	18,800.00	REDLIGHT CAMERA

Final Disbursement List. Check Date 06/21/19, Due Date 07/01/19, Discount Date 07/01/19. Computer Checks.
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
118122	10945	REVOLUTION DANCEWEAR, LLC	06/21/19	1,452.64	DANCE COSTUMES FOR ANNUAL REVUE
118123	11612	ARIEL SAN PEDRO	06/21/19	23.32	EXPENSE REIMBURSEMENT
118124	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	06/21/19	9,334.00	SILLIMANS FIRE SERVICES
118125	11098	SILVER & WRIGHT LLP	06/21/19	2,615.64	LITIGATION & LEGAL CONSULTING SRVCS
118126	377	SIMON & COMPANY INC	06/21/19	1,722.70	LEGISLATIVE SERVICES
118127	7885	SLOAN SAKAI YEUNG & WONG LLP	06/21/19	17,400.90	LEGAL ADVICE FEES
118128	11297	SOFT RESOURCES LLC	06/21/19	7,000.00	FINANCE SOFTWARE EVALUATION
118129	40	STAPLES ADVANTAGE DEPT LA	06/21/19	1,689.75	OFFICE SUPPLIES
118130	11609	STOP STICK, LTD	06/21/19	2,797.09	UB STOP STICKS FOR NEW VEHS
118131	676	SUMMIT UNIFORMS CORP	06/21/19	107.07	COMMUNITY ENG PROGRAM
118132	7744	T-MOBILE	06/21/19	138.48	IPHONE SERVICE
118133	679	TARGET SPECIALTY PRODUCTS	06/21/19	10,376.74	MISC PARK MATERIALS
118134	5463	MARY TEIXEIRA	06/21/19	11.02	EXPENSE REIMBURSEMENT
118135	1765	TEMPERATURE TECHNOLOGY INC.	06/21/19	6,578.39	HVAC MAINTENANCE
118136	7517	U S FOODS INC SAN FRANCISCO	06/21/19	476.88	FOOD FOR CAFE
118137	10998	GARY M SHELDON VBS SERVICES	06/21/19	450.00	BLOOD W/DRAWAL SVC
118138	11724	VCA SACRAMENTO VETERINARY REFERRAL CENTE	06/21/19	1,371.83	K9 PROGRAM
118139	11437	JOYCE WANG	06/21/19	399.18	EXPENSE REIMBURSEMENT
118140	11718	WEBCOR CONSTRUCTION, LP	06/21/19	913,668.90	DESIGN BUILD SERVICES FOR NEWARK CIVIC C
118141	11693	WEX BANK	06/21/19	722.65	FUEL CREDIT CARDS
118142	11466	YORK	06/21/19	3,104.67	WORKERS COMPENSATION ADMINISTRATION FEES
Total				1,366,392.97	