

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

JULY 1,
2025
THROUGH
JUNE 30,
2028

ADOPTED June 26, 2025

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
I.	Recognition	1
II.	Term	1
III.	Definitions	1
IV.	Salary Increase	2
V.	Benchmark Classifications	3
VI.	Health and Welfare Programs	4
VII.	Boot & Jacket Reimbursement and Uniform Allowance	6
VIII.	Hours of Work	7
IX.	Retirement Benefits	9
X.	Vacation Leave	10
XI.	Sick Leave	13
XII.	Personal Leave	15
XIII.	Leave of Absence Without Pay	15
XIV.	Overtime	16
XV.	Acting/Special Assignment Pay	18
XVI.	Holidays	19
XVII.	Bereavement & Reproductive Loss Leave	20
XVIII.	Educational Reimbursement of Tuition Fees & Book Costs	20
XIX.	Personnel Reduction Procedure	22
XX.	Grievance Procedure	22
XXI.	Management Rights Clause	24

XXII.	Implementation of Section 414(h) (2) of the United States Internal Revenue Code	25
XXIII.	Full Understanding, Modification and Waiver	25
XXIV.	Separability	26

ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
B	Salary Schedule

**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, 2025 through June 30, 2028.

III. DEFINITIONS

- A. "Base Salary." The term "base salary" shall mean salary, excluding benefits.
- B. "Employees." The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Association. Only those provisions of this Memorandum of Understanding that specifically refer to regular part-time employees shall apply to regular part-time employees.
- C. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical, dental and vision premiums as a before-tax conversion of salary.
- D. "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 thirty-eight (38) hours per week but at least twenty (20) hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.
- E. "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 thirty (30) days or more, not including protected leaves, adjustments to seniority shall be made by deducting one (1) 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 (10) years of part-time service in an authorized half-time position would count as five (5) years full-time service credit and in an authorized three-quarter time position would count as seven and one-half (7.5) years full-time service credit). The employee's seniority shall be adjusted to include the prorated service credit.

IV. SALARY INCREASE

A. One-time Salary Schedule Adjustments

Effective July 1, 2025 and prior to applying the July 1, 2025 General Salary Increase in Subsection IV.B below, the City shall increase the salary steps for any classifications that are at least two cents (\$0.02) below a five percent (5%) increase from the previous step in order to attain a five percent (5%) differential between the salary steps as of June 30, 2025.

This is a one-time salary increase and is not intended to create a requirement to maintain a five percent (5%), or any specific differential, between salary steps on an ongoing basis.

B. General Salary Increase

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

- a. Effective July 1, 2025, salary increase shall be four percent (4.0%)
- b. Effective July 1, 2026, salary increase shall be three and one-half percent (3.5%)
- c. Effective July 1, 2027, salary increase shall be three and one-half percent (3.5%)

C. All active association members employed as of July 1, 2025, shall be eligible to receive an off-salary-schedule lump sum payment of one thousand dollars (\$1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

D. In addition to IV. C, above, and in recognition of their many years of service, all active association members who have fifteen (15) or more years of service and are employed as of July 1, 2025 shall be eligible to receive an off-salary-schedule one-time lump sum payment of one thousand dollars (\$1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

V. BENCHMARK CLASSIFICATIONS

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

<u>Benchmark Classification</u>	<u>Newark Classification</u>
Accounting Assistant II	Accounting Assistant I/II
Building Inspector II	Building Inspector I/II Community Preservation Specialist Public Works Inspector Senior Building Inspector
Administrative Support Specialist II	Administrative Support Specialist I/II Senior Administrative Support Specialist
Engineering Technician I	Engineering Technician I/II Permit Technician
Information Technology Technician II	Information Technology Technician I/II
Equipment Mechanic II	Building Maintenance Mechanic I/II Equipment Mechanic I/II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I/II Street Maintenance Worker I/II Senior Building Maintenance Mechanic Senior Equipment Mechanic Senior Landscape Inspector Senior Landscape & Parks Maintenance Worker Senior Street Maintenance Worker
Recreation Coordinator	Child Care Instructor Lead Child Care Instructor Recreation Coordinator

VI. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.
2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.
3. Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

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

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

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

Effective for the 2026 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: \$1,026
Employee + 1 Dependent: \$2,049
Employee + 2 or more Dependents: \$2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: \$513 - \$641
Employee + 1 Dependent: \$1,025 - \$1,281
Employee + 2 or more Dependents: \$1,353 - \$1,691

Effective for the 2027 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: \$1,077
Employee + 1 Dependent: \$2,151
Employee + 2 or more Dependents: \$2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: \$539 - \$673
Employee + 1 Dependent: \$1,076- \$1,344
Employee + 2 or more Dependents: \$1,421 - \$1,776

Effective for the 2028 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: \$1,131
Employee + 1 Dependent: \$2,259
Employee + 2 or more Dependents: \$2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: \$566 - \$707
Employee + 1 Dependent: \$1,130 - \$1,412
Employee + 2 or more Dependents: \$1,493 - \$1,866

4. Cash-in-Lieu and Cafeteria Plan Cash Back: Regular full time and regular part time thirty to thirty-five (30-35) hour employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred and fifty dollars (\$450.00) "cash-in-lieu" of benefits, which includes the PEMHCA minimum per Section VI.A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred and fifty dollars (\$450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars (\$225.00) to two hundred eighty-one dollars (\$281.00).

B. Life Insurance

The City agrees to provide fifty thousand dollars (\$50,000.00) term life insurance coverage for regular full-time and regular part-time employees. 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. The City will explore additional vision plan options to include offering VSP as part of the health open enrollment period to be effective January 1, 2026 or as soon as administratively possible thereafter. Association members will cover all costs.

D. Dental Care

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

E. Short-Term Disability

The City will apply for all association members to participate in the State Disability Insurance (SDI) program as soon as administratively possible upon approval of this agreement. Employees shall pay any costs associated with the SDI program.

F. 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.

G. Wellness

1. Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (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 twenty-six (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, Community Preservation Specialist I/II (if serving more than fifty percent (50%) of work time in the field), Engineering Technician I (if serving more than fifty percent (50%) of work time in the field), Equipment Mechanic I/II, General Laborer, Landscape Inspector, Landscape & Parks

Maintenance Worker I/II, Public Works Inspector, Senior Building Inspector, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape & Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II, will be eligible for a sum of three hundred fifty dollars (\$350.00) annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. If the City is unable to establish a purchase order system with an outside vendor, payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement. Employees are encouraged to request written pre-approval of reimbursement eligibility, prior to purchasing any items.

B. Employer Provided Uniforms

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

VIII. HOURS OF WORK

A. Workweek

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

The workweek begins at 12:01 a.m. Sunday morning and ends at 12:00 midnight on Saturday for all employees who do not work a 9/80 schedule. The workweek begins at the mid-point of the employee's eight (8) hour day for employees who work a 9/80 schedule. The beginning and end date and time of the workweek must remain consistent.

B. Work Schedules

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

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

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

C. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor for approval.
2. In all cases in which an employee and their supervisor agree on a temporary schedule change lasting more than one (1) workweek, the schedule change shall be agreed upon in writing and in advance of the implemented change.

3. Within a workweek, if an employee or supervisor request a temporary schedule change, “flex time”, the requestor must make a written request and the response must also be in writing, indicating agreement or not. As a general practice, flex time may not be used to avoid an employee’s use of leave for time off requests or to avoid overtime.

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

4. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two (2) weeks.

D. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four (4) day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), leave credits (if applicable), and/or leave of absence without pay during the four (4) day furlough. Compensatory time may not be used 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 the last full pay period in the calendar year will not be eligible for holiday pay.
3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.
4. Employees called out shall be entitled to pay in accordance with Section XIV. Overtime.
5. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:
 - a. the salary advance is requested by June 1 preceding the furlough;
 - b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough; and
 - c. payments begin no earlier than July 1 of the impacted calendar year.

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

6. The floating holiday may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a City holiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave

toward furlough as long as the holiday(s) is accrued prior to use.

7. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.
8. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees should contact the Finance Department.

IX. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time NAME members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".
2. Classic Members shall be provided the two and one-half percent at fifty-five (2.5% at 55) formula in accordance with Government Code Section 21354.4 and the Public Employee's Pension Reform Act of 2013.
3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent at fifty-five (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 two and one-half percent at fifty-five (2.5% at 55) formula exceeds ten percent (10%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (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 sixteen and nine hundred thirty-six thousandths' percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10%) decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below ten percent (10%) will not be shared under the above formula.
 - b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increased by three percent (3%), each Classic Member would contribute an additional one and one-half percent (1.5%) of their salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching the additional one and one-half percent (1.5%). If during the subsequent years of this pay plan, the rate decreased by three percent (3%), each Classic Member would no longer contribute the additional one and one-half percent (1.5%) of their salary

towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are “PEPRA Members” (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public Employee’s Pension Reform Act of 2013.
2. Additional Contribution Towards Employer Rate.
 - a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay
 - b. The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).
3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.
4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

X. VACATION LEAVE

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

A. Regular Full-Time Employees

Beginning on the ninetieth (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 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 ninety (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 ninety (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 ninetieth (90th) day of employment, regular part-time employees shall be credited with ten (10) to twelve and one-half (12.5) hours of vacation leave for twenty to twenty-five (20- 25) hour employees, or fifteen (15) hours to seventeen and one-half (17.5) hours of vacation leave for thirty to thirty-five (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 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 (1) year of City service who works thirty-five (35) hours per week will receive five and eight hundred thirty-four thousandths (5.834) hours of vacation per month. An RPT employee who works twenty-four (24) hours per week will receive four (4) 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 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.)

Rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after ninety (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 ninety (90) days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

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

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

For example, to buy back vacation leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, how much they want to buy back. The employee must have used a minimum of fifty percent (50%) of their accrued vacation between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least one (1) work week of vacation accruals remaining at the time of the buy-back which will occur in December 2026. The sell back will be paid out in the last full pay period of December 2026.

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

D. Maximum Accumulation

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

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

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

<u>Years of Completed Service</u>	<u>20-25 hour</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

A. Purpose

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

Each calendar year, employees may use an amount equal to half of their annually 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 ninetieth (90th) day of employment, regular full-time employees accrue sick leave with pay at the rate of eight (8) hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of ninety-six (96) hours per year up to a total of not more than nine hundred sixty (960) hours.

C. Accrual for Regular Part-Time (RPT) Employees

Beginning on the ninetieth (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

Proration of RPT sick leave is based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of sick leave per month. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (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.

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 one hundred twenty (120) days (nine hundred sixty (960) hours for full-time, seven hundred twenty (720) to eight hundred forty (840) hours for thirty to thirty-five (30-35) hours part-time employees, and four hundred eighty (480) to six hundred (600) hours for twenty to twenty-five (20-25) hours 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 one hundred twenty (120) days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 to be placed in the retirement service credit account. However, once placed in the retirement service credit account it can be used only for retirement service credit and cannot be withdrawn from that account.

E. Administration of Sick Leave

1. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial illness or injury during off duty time, with supervisor approval, the employee may charge time off for the medical and/or dental appointment to sick leave.
2. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee's leave if the employee uses four (4) or more sick leave days within any continuous six (6) month period.
3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, Human Resources may require submittal of periodic physician's reports concerning the employee's work restrictions and ability to return to and continue work.
4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:
 - a. Association members may not apply sick leave not already accumulated by the employee.
 - b. Regular full-time employees who have served less than ninety (90) days with the City shall receive no sick leave. Beginning on the ninetieth (90th) day of employment, the employee shall receive credit for the ninety (90) days of service to the City.
 - c. 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 one hundred twenty (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.

- d. The City may require an employee to submit to a fit-for-duty examination by a qualified medical provider selected by the City whenever the City has a reasonable belief, based on objective evidence, that the employee may be unable to perform the essential functions of their job due to a medical condition or poses a direct threat to themselves or others. The employee shall provide a work status report from the treating medical provider that specifies any work-related restrictions or limitations specific to the employee. If the employee is determined, through the examination or a treating provider's report, to be temporarily unable to return to work, the employee shall be required to use accrued sick leave during the period of absence. If sick leave is exhausted, the employee may use other available accrued leave balances in accordance with City policy. An employee who has been absent from work due to medical reasons shall return to work in accordance with the work status report provided by their medical provider or as directed following the examination, provided the City can accommodate any verified restrictions consistent with applicable laws and policies.

XII. PERSONAL LEAVE

A. Regular Full-Time Employees

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

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

B. Regular Part-Time Employees

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

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

XIII. LEAVE OF ABSENCE WITHOUT PAY

A. Regular Full-Time Employees

Regular full-time employees represented by the Association with forty (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 twenty (20) hours or less (twenty to twenty-five (20-25) hours employees) or thirty (30) hours or less (thirty to thirty-five (30-35) hours 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 F.)
- D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, Item D-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

XIV. OVERTIME

A. Work Week

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

B. Work Day

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

C. Overtime Work

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

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall preclude the right of management to adjust a work schedule during a seven (7) day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

D. Compensation for Overtime Work

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

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

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

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

E. Scheduled Overtime

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

1) sick leave; and 2) vacation leave that is not requested and approved at least two (2) 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 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 (1) minimum shall apply.

G. Alternate Work Schedule Overtime

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

H. Work Schedule Flexing

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

I. Designated Emergencies

Notwithstanding any other provision, all hours actually worked as a result of a designated emergency shall be compensated at the overtime rate of time and one half for all hours over forty (40) per week. All hours paid shall be counted toward the forty (40) hour work week for purposes of determining if an employee is entitled to receive overtime compensation including sick time. The designation of an emergency shall be at the sole discretion of the City.

XV. ACTING/SPECIAL ASSIGNMENT PAY

- A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:
1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.
 2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.
 3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.
 4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.
- B. The City agrees to pay employees in the following classification, who are certified to spray pesticides, five percent (5%) above their compensation base pay for actual time performing pesticide spraying: Building Maintenance Mechanic I/II, Equipment Mechanic I/II, General Laborer, Landscape and Parks Maintenance Worker I/II, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape and Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II.
- C. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars (\$100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars (\$75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars (\$50.00) per month. Eligibility for bilingual assignment pay shall be made subject to the conditions listed in Administrative Regulation 0522.
- D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

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

XVI. HOLIDAYS

A. Holidays

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

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval.

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

- B. The floating holidays 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 holidays 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 holidays beginning July 1, in the next fiscal year.
- D. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash.
- E. Holiday Compensation

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

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

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

Regular part-time employees will receive pro-ration of holidays based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (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

XVII. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in-law, sibling-in-law, or child-in-law of an employee so that the employee may attend last rites and attend to any pressing matters resulting from the death. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee’s spouse, or employee’s registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

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

<u>Work Schedule</u>	<u>Prorated Bereavement and Reproductive Loss 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

XVIII. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS

- A. Regular full-time and regular part-time employees are eligible on a first-come, first served basis for the educational reimbursement of tuition fees and book costs.
- B. The City shall establish a fund of fourteen thousand dollars (\$14,000.00) 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 four thousand dollars (\$4,000.00) per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the four thousand dollars (\$4,000.00) per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program.
 2. Reimbursement shall be made for all tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula: Total educational program fees (e.g., B.S/B.A degree programs) divided by the total number of courses required to obtain the degree will equal the average course fee.
 3. Satisfactory completion shall mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course or educational program.
 4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).
 5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.
- C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide intranet 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 ensure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

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

In this regard, the employee may make whatever arrangements are possible; however, the

needs of the Department shall be of primary consideration in these situations.

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

XIX. PERSONNEL REDUCTION PROCEDURE

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

B. Eligibility for Temporary Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for temporary 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 temporary position in the same or in a different job class performing the same or different job duties as the employee held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the temporary position for which the employee applied;
3. City may or may not hire the employee for that temporary position at the discretion of the City;
4. Employee will be compensated at the temporary position rate of pay;
5. If employee is hired as a temporary 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 temporary employee does not count toward seniority;
7. If the employee is hired as a temporary employee and the employee is eligible in the PERS Retirement System, the City will re-enroll temporary employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

XX. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved. A two (2) 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, they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.
- C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

- D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate department head, with a copy to the Human Resources Director.
- E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the department head shall provide a written decision to the employee and/or Association.
- F. Within ten (10) calendar days of receipt of the department head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or Association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.
 - 1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.
 - 2. The City and the employee and/or Association shall share the fees and expenses of the fact-finder as well as the cost of making a record of the fact-findings.
 - 3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.
 - 4. The City and the employee both hold the right to be represented by an attorney or a representative of the Association.
 - 5. If either of the parties does not accept the decision of the fact-finder that party may appeal to a Court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXI. MANAGEMENT RIGHTS CLAUSE

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

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons,

to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

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

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Paragraph 1 of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this agreement.
4. The employee does not have the option to receive the employer-contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

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

C. Limitations to Operability

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

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

XXIII. FULL UNDERSTANDING, MODIFICATION AND WAIVER


The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting and conferring in good faith in accordance with Section 3500, et seq of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of

Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

XXIV. SEPARABILITY

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

On Behalf of the City:


Signed by:


David Benoun, City Manager

7/3/2025

Date

On Behalf of the NAME:

Signed by:


Angela Montez, NAME President

7/2/2025

Date

ATTACHMENT A

Newark Association of Miscellaneous Employees

Classifications

Accounting Assistant I	Landscape Inspector
Accounting Assistant II	Landscape & Parks Maintenance Worker I
Administrative Support Specialist I	Landscape & Parks Maintenance Worker II
Administrative Support Specialist II	Lead Child Care Instructor
Building Inspector I	Permit Technician
Building Inspector II	Public Works Inspector
Building Maintenance Mechanic I	Recreation Coordinator
Building Maintenance Mechanic II	Senior Administrative Support Specialist
Child Care Instructor	Senior Building Inspector
Community Preservation Specialist	Senior Building Maintenance Mechanic
Engineering Technician I	Senior Equipment Mechanic
Engineering Technician II	Senior Landscape Inspector
Equipment Mechanic I	Senior Landscape & Parks Maintenance Worker
Equipment Mechanic II	Senior Street Maintenance Worker
General Laborer	Street Maintenance Worker I
Information Technology Technician I	Street Maintenance Worker II
Information Technology Technician II	

ATTACHMENT B
SALARY SCHEDULE EFFECTIVE 07/01/2025

Classification	Step 1			Step 2			Step 3			Step 4			Step 5		
	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accounting Assistant I	38.05	3,044.00	79,144.00	39.96	3,196.80	83,116.80	41.95	3,356.00	87,256.00	44.05	3,524.00	91,624.00	46.26	3,700.80	96,220.80
Accounting Assistant II	41.84	3,347.20	87,027.20	43.93	3,514.40	91,374.40	46.12	3,689.60	95,929.60	48.43	3,874.40	100,734.40	50.86	4,068.80	105,788.80
Administrative Support Specialist I	34.48	2,758.40	71,718.40	36.20	2,896.00	75,296.00	38.01	3,040.80	79,060.80	39.92	3,193.60	83,033.60	41.90	3,352.00	87,152.00
Administrative Support Specialist II	37.63	3,010.40	78,270.40	39.51	3,160.80	82,180.80	41.49	3,319.20	86,299.20	43.56	3,484.80	90,604.80	45.74	3,659.20	95,139.20
Building Inspector I	56.07	4,485.60	116,625.60	58.87	4,709.60	122,449.60	61.82	4,945.60	128,585.60	64.91	5,192.80	135,012.80	68.15	5,452.00	141,752.00
Building Inspector II	58.87	4,709.60	122,449.60	61.82	4,945.60	128,585.60	64.91	5,192.80	135,012.80	68.15	5,452.00	141,752.00	71.56	5,724.80	148,844.80
Building Maintenance Mechanic I	42.01	3,360.80	87,380.80	44.13	3,530.40	91,790.40	46.32	3,705.60	96,345.60	48.65	3,892.00	101,192.00	51.08	4,086.40	106,246.40
Building Maintenance Mechanic II	46.28	3,702.40	96,262.40	48.59	3,887.20	101,067.20	51.03	4,082.40	106,142.40	53.59	4,287.20	111,467.20	56.25	4,500.00	117,000.00
Child Care Instructor	28.15	2,252.00	58,552.00	29.58	2,366.40	61,526.40	31.06	2,484.80	64,604.80	32.61	2,608.80	67,828.80	34.27	2,741.60	71,281.60
Community Preservation Specialist	46.75	3,740.00	97,240.00	49.09	3,927.20	102,107.20	51.54	4,123.20	107,203.20	54.12	4,329.60	112,569.60	56.83	4,546.40	118,206.40
Engineering Technician I	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.35	4,268.00	110,968.00	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Engineering Technician II	51.82	4,145.60	107,785.60	54.19	4,335.20	112,715.20	56.68	4,534.40	117,894.40	59.29	4,743.20	123,323.20	62.04	4,963.20	129,043.20
Equipment Mechanic I	43.20	3,456.00	89,856.00	45.34	3,627.20	94,307.20	47.63	3,810.40	99,070.40	50.00	4,000.00	104,000.00	52.51	4,200.80	109,220.80
Equipment Mechanic II	47.56	3,804.80	98,924.80	49.93	3,994.40	103,854.40	52.44	4,195.20	109,075.20	55.06	4,404.80	114,524.80	57.79	4,623.20	120,203.20
General Laborer	31.40	2,512.00	65,312.00	32.98	2,638.40	68,598.40	34.63	2,770.40	72,030.40	36.37	2,909.60	75,649.60	38.18	3,054.40	79,414.40
Information Technology Technician I	44.17	3,533.60	91,873.60	46.36	3,708.80	96,428.80	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60	53.67	4,293.60	111,633.60
Information Technology Technician II	49.47	3,957.60	102,897.60	51.95	4,156.00	108,056.00	54.53	4,362.40	113,422.40	57.25	4,580.00	119,080.00	60.13	4,810.40	125,070.40
Landscape Inspector	40.33	3,226.40	83,886.40	42.34	3,387.20	88,067.20	44.46	3,556.80	92,476.80	46.68	3,734.40	97,094.40	49.00	3,920.00	101,920.00
Landscape & Parks Maintenance Worker I	39.25	3,140.00	81,640.00	41.20	3,296.00	85,696.00	43.27	3,461.60	90,001.60	45.43	3,634.40	94,494.40	47.72	3,817.60	99,257.60
Landscape & Parks Maintenance Worker II	43.22	3,457.60	89,897.60	45.39	3,631.20	94,411.20	47.65	3,812.00	99,112.00	50.03	4,002.40	104,062.40	52.53	4,202.40	109,262.40
Lead Childcare Instructor	32.40	2,592.00	67,392.00	34.01	2,720.80	70,740.80	35.73	2,858.40	74,318.40	37.52	3,001.60	78,041.60	39.42	3,153.60	81,993.60
Permit Technician	43.88	3,510.40	91,270.40	46.07	3,685.60	95,825.60	48.37	3,869.60	100,609.60	50.79	4,063.20	105,643.20	53.33	4,266.40	110,926.40
Public Works Inspector	58.88	4,710.40	122,470.40	61.83	4,946.40	128,606.40	64.92	5,193.60	135,033.60	68.16	5,452.80	141,772.80	71.57	5,725.60	148,865.60
Recreation Coordinator	45.18	3,614.40	93,974.40	47.43	3,794.40	98,654.40	49.81	3,984.80	103,604.80	52.30	4,184.00	108,784.00	54.91	4,392.80	114,212.80
Senior Administrative Support Specialist	41.40	3,312.00	86,112.00	43.47	3,477.60	90,417.60	45.65	3,652.00	94,952.00	47.93	3,834.40	99,694.40	50.33	4,026.40	104,686.40
Senior Building Inspector	61.52	4,921.60	127,961.60	64.59	5,167.20	134,347.20	67.82	5,425.60	141,065.60	71.21	5,696.80	148,116.80	74.78	5,982.40	155,542.40
Senior Building Maintenance Mechanic	50.97	4,077.60	106,017.60	53.52	4,281.60	111,321.60	56.18	4,494.40	116,854.40	59.01	4,720.80	122,740.80	61.94	4,955.20	128,835.20
Senior Equipment Mechanic	52.36	4,188.80	108,908.80	54.97	4,397.60	114,337.60	57.72	4,617.60	120,057.60	60.62	4,849.60	126,089.60	63.65	5,092.00	132,392.00
Senior Landscape Inspector	47.59	3,807.20	98,987.20	49.97	3,997.60	103,937.60	52.48	4,198.40	109,158.40	55.09	4,407.20	114,587.20	57.84	4,627.20	120,307.20
Senior Landscape & Parks Maintenance Worker	47.59	3,807.20	98,987.20	49.97	3,997.60	103,937.60	52.48	4,198.40	109,158.40	55.09	4,407.20	114,587.20	57.84	4,627.20	120,307.20
Senior Street Maintenance Worker	47.60	3,808.00	99,008.00	49.98	3,998.40	103,958.40	52.48	4,198.40	109,158.40	55.10	4,408.00	114,608.00	57.86	4,628.80	120,348.80
Street Maintenance Worker I	39.25	3,140.00	81,640.00	41.20	3,296.00	85,696.00	43.27	3,461.60	90,001.60	45.43	3,634.40	94,494.40	47.72	3,817.60	99,257.60
Street Maintenance Worker II	43.22	3,457.60	89,897.60	45.36	3,628.80	94,348.80	47.65	3,812.00	99,112.00	50.03	4,002.40	104,062.40	52.53	4,202.40	109,262.40

ATTACHMENT B
SALARY SCHEDULE EFFECTIVE 07/01/2026

Classification	Step 1			Step 2			Step 3			Step 4			Step 5		
	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accounting Assistant I	39.38	3,150.40	81,910.40	41.36	3,308.80	86,028.80	43.42	3,473.60	90,313.60	45.59	3,647.20	94,827.20	47.88	3,830.40	99,590.40
Accounting Assistant II	43.30	3,464.00	90,064.00	45.47	3,637.60	94,577.60	47.73	3,818.40	99,278.40	50.13	4,010.40	104,270.40	52.64	4,211.20	109,491.20
Administrative Support Specialist I	35.69	2,855.20	74,235.20	37.47	2,997.60	77,937.60	39.34	3,147.20	81,827.20	41.32	3,305.60	85,945.60	43.37	3,469.60	90,209.60
Administrative Support Specialist II	38.95	3,116.00	81,016.00	40.89	3,271.20	85,051.20	42.94	3,435.20	89,315.20	45.08	3,606.40	93,766.40	47.34	3,787.20	98,467.20
Building Inspector I	58.03	4,642.40	120,702.40	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20
Building Inspector II	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20	74.06	5,924.80	154,044.80
Building Maintenance Mechanic I	43.48	3,478.40	90,438.40	45.67	3,653.60	94,993.60	47.94	3,835.20	99,715.20	50.35	4,028.00	104,728.00	52.87	4,229.60	109,969.60
Building Maintenance Mechanic II	47.90	3,832.00	99,632.00	50.29	4,023.20	104,603.20	52.82	4,225.60	109,865.60	55.47	4,437.60	115,377.60	58.22	4,657.60	121,097.60
Child Care Instructor	29.14	2,331.20	60,611.20	30.62	2,449.60	63,689.60	32.15	2,572.00	66,872.00	33.75	2,700.00	70,200.00	35.47	2,837.60	73,777.60
Community Preservation Specialist	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Engineering Technician I	50.08	4,006.40	104,166.40	52.59	4,207.20	109,387.20	55.22	4,417.60	114,857.60	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Engineering Technician II	53.63	4,290.40	111,550.40	56.09	4,487.20	116,667.20	58.66	4,692.80	122,012.80	61.37	4,909.60	127,649.60	64.21	5,136.80	133,556.80
Equipment Mechanic I	44.71	3,576.80	92,996.80	46.93	3,754.40	97,614.40	49.30	3,944.00	102,544.00	51.75	4,140.00	107,640.00	54.35	4,348.00	113,048.00
Equipment Mechanic II	49.22	3,937.60	102,377.60	51.68	4,134.40	107,494.40	54.28	4,342.40	112,902.40	56.99	4,559.20	118,539.20	59.81	4,784.80	124,404.80
General Laborer	32.50	2,600.00	67,600.00	34.13	2,730.40	70,990.40	35.84	2,867.20	74,547.20	37.64	3,011.20	78,291.20	39.52	3,161.60	82,201.60
Information Technology Technician I	45.72	3,657.60	95,097.60	47.98	3,838.40	99,798.40	50.37	4,029.60	104,769.60	52.91	4,232.80	110,052.80	55.55	4,444.00	115,544.00
Information Technology Technician II	51.20	4,096.00	106,496.00	53.77	4,301.60	111,841.60	56.44	4,515.20	117,395.20	59.25	4,740.00	123,240.00	62.23	4,978.40	129,438.40
Landscape Inspector	41.74	3,339.20	86,819.20	43.82	3,505.60	91,145.60	46.02	3,681.60	95,721.60	48.31	3,864.80	100,484.80	50.72	4,057.60	105,497.60
Landscape & Parks Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Landscape & Parks Maintenance Worker II	44.73	3,578.40	93,038.40	46.98	3,758.40	97,718.40	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60
Lead Childcare Instructor	33.53	2,682.40	69,742.40	35.20	2,816.00	73,216.00	36.98	2,958.40	76,918.40	38.83	3,106.40	80,766.40	40.80	3,264.00	84,864.00
Permit Technician	45.42	3,633.60	94,473.60	47.68	3,814.40	99,174.40	50.06	4,004.80	104,124.80	52.57	4,205.60	109,345.60	55.20	4,416.00	114,816.00
Public Works Inspector	60.94	4,875.20	126,755.20	63.99	5,119.20	133,099.20	67.19	5,375.20	139,755.20	70.55	5,644.00	146,744.00	74.07	5,925.60	154,065.60
Recreation Coordinator	46.76	3,740.80	97,260.80	49.09	3,927.20	102,107.20	51.55	4,124.00	107,224.00	54.13	4,330.40	112,590.40	56.83	4,546.40	118,206.40
Senior Administrative Support Specialist	42.85	3,428.00	89,128.00	44.99	3,599.20	93,579.20	47.25	3,780.00	98,280.00	49.61	3,968.80	103,188.80	52.09	4,167.20	108,347.20
Senior Building Inspector	63.67	5,093.60	132,433.60	66.85	5,348.00	139,048.00	70.19	5,615.20	145,995.20	73.70	5,896.00	153,296.00	77.40	6,192.00	160,992.00
Senior Building Maintenance Mechanic	52.75	4,220.00	109,720.00	55.39	4,431.20	115,211.20	58.15	4,652.00	120,952.00	61.08	4,886.40	127,046.40	64.11	5,128.80	133,348.80
Senior Equipment Mechanic	54.19	4,335.20	112,715.20	56.89	4,551.20	118,331.20	59.74	4,779.20	124,259.20	62.74	5,019.20	130,499.20	65.88	5,270.40	137,030.40
Senior Landscape Inspector	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Landscape & Parks Maintenance Worker	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Street Maintenance Worker	49.27	3,941.60	102,481.60	51.73	4,138.40	107,598.40	54.32	4,345.60	112,985.60	57.03	4,562.40	118,622.40	59.89	4,791.20	124,571.20
Street Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Street Maintenance Worker II	44.73	3,578.40	93,038.40	46.95	3,756.00	97,656.00	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60

ATTACHMENT B
SALARY SCHEDULE EFFECTIVE 07/01/2027

Classification	Step 1			Step 2			Step 3			Step 4			Step 5		
	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accounting Assistant I	40.76	3,260.80	84,780.80	42.81	3,424.80	89,044.80	44.94	3,595.20	93,475.20	47.19	3,775.20	98,155.20	49.56	3,964.80	103,084.80
Accounting Assistant II	44.82	3,585.60	93,225.60	47.06	3,764.80	97,884.80	49.40	3,952.00	102,752.00	51.88	4,150.40	107,910.40	54.48	4,358.40	113,318.40
Administrative Support Specialist I	36.94	2,955.20	76,835.20	38.78	3,102.40	80,662.40	40.72	3,257.60	84,697.60	42.77	3,421.60	88,961.60	44.89	3,591.20	93,371.20
Administrative Support Specialist II	40.31	3,224.80	83,844.80	42.32	3,385.60	88,025.60	44.44	3,555.20	92,435.20	46.66	3,732.80	97,052.80	49.00	3,920.00	101,920.00
Building Inspector I	60.06	4,804.80	124,924.80	63.06	5,044.80	131,164.80	66.22	5,297.60	137,737.60	69.53	5,562.40	144,622.40	73.01	5,840.80	151,860.80
Building Inspector II	63.06	5,044.80	131,164.80	66.22	5,297.60	137,737.60	69.53	5,562.40	144,622.40	73.01	5,840.80	151,860.80	76.65	6,132.00	159,432.00
Building Maintenance Mechanic I	45.00	3,600.00	93,600.00	47.27	3,781.60	98,321.60	49.62	3,969.60	103,209.60	52.11	4,168.80	108,388.80	54.72	4,377.60	113,817.60
Building Maintenance Mechanic II	49.58	3,966.40	103,126.40	52.05	4,164.00	108,264.00	54.67	4,373.60	113,713.60	57.41	4,592.80	119,412.80	60.26	4,820.80	125,340.80
Child Care Instructor	30.16	2,412.80	62,732.80	31.69	2,535.20	65,915.20	33.28	2,662.40	69,222.40	34.93	2,794.40	72,654.40	36.71	2,936.80	76,356.80
Community Preservation Specialist	50.08	4,006.40	104,166.40	52.59	4,207.20	109,387.20	55.21	4,416.80	114,836.80	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Engineering Technician I	51.83	4,146.40	107,806.40	54.43	4,354.40	113,214.40	57.15	4,572.00	118,872.00	60.00	4,800.00	124,800.00	63.01	5,040.80	131,060.80
Engineering Technician II	55.51	4,440.80	115,460.80	58.05	4,644.00	120,744.00	60.71	4,856.80	126,276.80	63.52	5,081.60	132,121.60	66.46	5,316.80	138,236.80
Equipment Mechanic I	46.27	3,701.60	96,241.60	48.57	3,885.60	101,025.60	51.03	4,082.40	106,142.40	53.56	4,284.80	111,404.80	56.25	4,500.00	117,000.00
Equipment Mechanic II	50.94	4,075.20	105,955.20	53.49	4,279.20	111,259.20	56.18	4,494.40	116,854.40	58.98	4,718.40	122,678.40	61.90	4,952.00	128,752.00
General Laborer	33.64	2,691.20	69,971.20	35.32	2,825.60	73,465.60	37.09	2,967.20	77,147.20	38.96	3,116.80	81,036.80	40.90	3,272.00	85,072.00
Information Technology Technician I	47.32	3,785.60	98,425.60	49.66	3,972.80	103,292.80	52.13	4,170.40	108,430.40	54.76	4,380.80	113,900.80	57.49	4,599.20	119,579.20
Information Technology Technician II	52.99	4,239.20	110,219.20	55.65	4,452.00	115,752.00	58.42	4,673.60	121,513.60	61.32	4,905.60	127,545.60	64.41	5,152.80	133,972.80
Landscape Inspector	43.20	3,456.00	89,856.00	45.35	3,628.00	94,328.00	47.63	3,810.40	99,070.40	50.00	4,000.00	104,000.00	52.50	4,200.00	109,200.00
Landscape & Parks Maintenance Worker I	42.04	3,363.20	87,443.20	44.13	3,530.40	91,790.40	46.35	3,708.00	96,408.00	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60
Landscape & Parks Maintenance Worker II	46.30	3,704.00	96,304.00	48.62	3,889.60	101,129.60	51.05	4,084.00	106,184.00	53.59	4,287.20	111,467.20	56.27	4,501.60	117,041.60
Lead Childcare Instructor	34.70	2,776.00	72,176.00	36.43	2,914.40	75,774.40	38.27	3,061.60	79,601.60	40.19	3,215.20	83,595.20	42.23	3,378.40	87,838.40
Permit Technician	47.01	3,760.80	97,780.80	49.35	3,948.00	102,648.00	51.81	4,144.80	107,764.80	54.41	4,352.80	113,172.80	57.13	4,570.40	118,830.40
Public Works Inspector	63.07	5,045.60	131,185.60	66.23	5,298.40	137,758.40	69.54	5,563.20	144,643.20	73.02	5,841.60	151,881.60	76.66	6,132.80	159,452.80
Recreation Coordinator	48.40	3,872.00	100,672.00	50.81	4,064.80	105,684.80	53.35	4,268.00	110,968.00	56.02	4,481.60	116,521.60	58.82	4,705.60	122,345.60
Senior Administrative Support Specialist	44.35	3,548.00	92,248.00	46.56	3,724.80	96,844.80	48.90	3,912.00	101,712.00	51.35	4,108.00	106,808.00	53.91	4,312.80	112,132.80
Senior Building Inspector	65.90	5,272.00	137,072.00	69.19	5,535.20	143,915.20	72.65	5,812.00	151,112.00	76.28	6,102.40	158,662.40	80.11	6,408.80	166,628.80
Senior Building Maintenance Mechanic	54.60	4,368.00	113,568.00	57.33	4,586.40	119,246.40	60.19	4,815.20	125,195.20	63.22	5,057.60	131,497.60	66.35	5,308.00	138,008.00
Senior Equipment Mechanic	56.09	4,487.20	116,667.20	58.88	4,710.40	122,470.40	61.83	4,946.40	128,606.40	64.94	5,195.20	135,075.20	68.19	5,455.20	141,835.20
Senior Landscape Inspector	50.98	4,078.40	106,038.40	53.53	4,282.40	111,342.40	56.22	4,497.60	116,937.60	59.02	4,721.60	122,761.60	61.96	4,956.80	128,876.80
Senior Landscape & Parks Maintenance Worker	50.98	4,078.40	106,038.40	53.53	4,282.40	111,342.40	56.22	4,497.60	116,937.60	59.02	4,721.60	122,761.60	61.96	4,956.80	128,876.80
Senior Street Maintenance Worker	50.99	4,079.20	106,059.20	53.54	4,283.20	111,363.20	56.22	4,497.60	116,937.60	59.03	4,722.40	122,782.40	61.99	4,959.20	128,939.20
Street Maintenance Worker I	42.04	3,363.20	87,443.20	44.13	3,530.40	91,790.40	46.35	3,708.00	96,408.00	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60
Street Maintenance Worker II	46.30	3,704.00	96,304.00	48.59	3,887.20	101,067.20	51.05	4,084.00	106,184.00	53.59	4,287.20	111,467.20	56.27	4,501.60	117,041.60



To: Newark Association of Miscellaneous Employees (NAME)

From: David Benoun, City Manager
Brittney Frye, Human Resources Director

Subject: Side Letter of Agreement Between the City of Newark and the Newark Association of Miscellaneous Employees – Community Preservation Specialist I/II

Date: December 12, 2025

This side letter of agreement is entered into by and between the City of Newark (“City”) and the Newark Association of Miscellaneous Employees (“NAME”) to modify language within the Memorandum of Understanding (“MOU”) covering the term July 1, 2025, through June 30, 2028. The purpose of this Side Letter is to update the classification structure within the bargaining unit by deleting the current Community Preservation Specialist classification and adding the classification of Community Preservation Specialist I/II.

WHEREAS the City seeks to establish the new classification of Community Preservation Specialist I/II; and

WHEREAS, the City and NAME desire to have NAME serve as the sole and exclusive bargaining representative for the Community Preservation Specialist I/II position; and

WHEREAS the Parties wish to enter into a side letter clarifying and memorializing the Parties’ agreement.

NOW, THEREFORE the Parties agree to amend the MOU to add the Community Preservation Specialist I/II classification and delete the Community Preservation Specialist Classification from Section V. and Attachment A.

The classification salary shall be as follows:


Classification Tier	Hourly Salary Steps				
	Step 1	Step 2	Step 3	Step 4	Step 5
Community Preservation Specialist I	\$46.75	\$49.09	\$51.54	\$54.12	\$56.83
Community Preservation Specialist II	\$51.43	\$54.00	\$56.69	\$59.53	\$62.51



This side letter will become effective on December 21, 2025, after approval by the City Council, and shall remain in effect for the duration of the MOU.

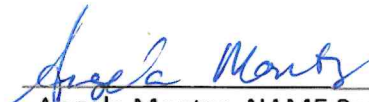
Dated: 2-3-26

For the City of Newark:



David J. Benoun, City Manager

For the Newark Association of Miscellaneous Employees:



Angela Montez, NAME President