

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK POLICE MANAGEMENT ASSOCIATION

JULY 1, 2025

THROUGH

JUNE 30, 2028

Adopted:

July 24, 2025

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

I. TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2028.

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

Community Engagement Manager

Police Support Services 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 Police Support Services Manager 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.

A. GENERAL SALARY INCREASE

Effective July 11, 2025, all employees shall receive a four percent (4%) salary increase.

Effective July 1, 2026, all employees shall receive a three percent and one-half percent (3.5%) salary increase.

Effective July 1, 2027, all employees shall receive a three percent and one-half percent (3.5%) salary increase.

B. SALARY RANGE INCREASE

Effective July 11, 2025, the range for Community Engagement Manager will be increased to Range 14.

Effective July 11, 2025, the range for Police Support Services Manager will be increased to Range 17.

Effective July 11, 2025, the ranges for Police Lieutenant and Police Captain will be increased by 7%.

Effective July 1, 2026, the ranges for Police Lieutenant and Police Captain will be increased by 6%.

Effective July 1, 2027, the ranges for Police Lieutenant and Police Captain will be increased by 5%.

C. ONE-TIME SUPPLEMENTAL FIRST RESPONDER BASE WAGE ADJUSTMENTS

On a one-time basis and during the term of this Agreement sworn employees shall receive the following supplemental increases in addition to the increase identified in the General Salary Increase in Section A above:

Effective July 11, 2025, the supplemental salary increase shall be three percent (3.0%).

Effective July 1, 2026, salary increase shall be one and one-half percent (1.5%).

Effective July 1, 2027, salary increase shall be one and one-half percent (1.5%).

D. Should the classifications of Police Sergeant or Public Safety Dispatch Supervisor receive an increase included in total compensation that exceeds the increases provided in this section during the period of July 1, 2025 – June 30, 2028, the City and NPMA agree to meet and confer on potential impacts of those increases.

E. LONGEVITY PAY

Regular full-time employees in the classifications of Police Lieutenant and Police Captain are eligible for longevity pay as follows:

Upon commencement of ten (10) years of service – two and one-half percent (2.5%) salary increase.

Upon commencement of fifteen (15) years of service – five percent (5.0%) salary increase.

Upon commencement of twenty (20) years of service – seven and one-half percent (7.5%) salary increase.

Longevity pay is computed on base compensation only. The maximum longevity pay premium is seven and one-half percent (7.5%) of salary for eligible employees.

For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; 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.

V. WORKING HOURS

- A. Full-time employees work forty (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 forty (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work ten (10) hours per day for four (4) days in one (1) week.
- C. 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, holiday or floating holidays during the furlough.
- D. 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.

- E. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. This salary advance must be requested by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:
1. There is two (2) weeks advance notice to payroll,
 2. 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,
 3. Payments begin no earlier than July 1 of the impacted calendar year, and
 4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.
- F. The Police Support Services Manager and Community Engagement Manager 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.

"Total compensation" for survey purposes shall include:

- Top step/range base salary.
- That portion of the employer's PERS contribution that is paid by the employee (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 amount paid by the employer for length of service.
- The maximum number of holiday hours or holiday pay provided by the employer.
- The maximum amount paid by the employer toward a deferred compensation program.

VII. **ACTING/SPECIAL ASSIGNMENT PAY**

- A. Employees are eligible for premium pay of five percent (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 one hundred dollars (\$100) 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) 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) 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 three percent at fifty (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 nine percent (9%) employee rate for the three percent at fifty (3% at 50) retirement formula plus continue to pay up to four percent (4%) of an additional contribution in accordance with the following formula for a current total

pre-tax contribution of thirteen percent (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 three percent at fifty (3% at 50) retirement formula exceeds seventeen percent (17%) to a maximum of twenty-five percent (25%). In the event that the employer rate exceeds twenty-five percent (25%), the City shall be responsible for any increase above twenty-five percent (25%). In subsequent years, if the rate over seventeen percent (17%) 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 seventeen percent (17%) 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 three percent at fifty (3% at 50) retirement formula increased from seventeen percent (17%) to twenty percent (20%) effective July 1, 2026, the sworn Classic members' rate would increase from nine percent (9%) to ten and one-half percent (10.5%).

The City would then be responsible for the matching one and one-half percent (1.5%). If the rate decreased from twenty percent (20%) to eighteen percent (18%), the sworn Classic members' rate would decrease by one percent (1%). 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 two and one-half percent at fifty-five (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 eight percent (8%) employee rate for the two and one-half percent at fifty-five (2.5% 55) retirement formula plus continue to pay up to three and four hundred sixty eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty eight thousandths percent (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 two and one-half percent at fifty-five (2.5% at 55) retirement formula exceeds ten percent (10%) to a maximum of sixteen and nine hundred thirty six thousandths percent (16.936%). In the event that the employer rate 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 term of the agreement, if the rate over ten percent (10%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (10%) 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 ten percent (10%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases by three percent (3%), each non-sworn Classic member would contribute half of the three percent (3%) increase, one and one-half percent (1.5%), from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.5%). If the rate decreased by three percent (3%), the non-sworn 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.

- D. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRAs (as defined by CalPERS) a retirement formula known as two and seven tenths percent at fifty-seven (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 (as defined by CalPERS) will contribute half the normal cost of the two and seven tenths percent at fifty-seven (2.7% at 57) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, sworn PEPRAs currently pay an additional contribution of one and one-half percent (1.5%) of the employee rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the one and one-half percent (1.5%) contribution the City agrees to amend its contract for sworn PEPRAs accordingly.

- 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 two percent at sixty-two (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 two percent at sixty-two (2% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

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

- F. The City shall provide the one (1) year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three (3) year average compensation requirement to PEPRA members as defined above.

IX. HEALTH AND WELFARE PROGRAMS

- A. The contribution by the City toward monthly premiums for health and welfare programs of 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 as part of the Cash-in-Lieu benefit as provided below in Section C. 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 2025 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: \$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 eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

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 eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

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 eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

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

C. Cash Back / Cash In Lieu of Benefits:

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

For Regular Part-Time Employees working thirty to thirty-five (30-35) hours the cash-in-lieu and cash back amount will be three hundred thirty-eight dollars (\$338) to three hundred ninety-four dollars (\$394).

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours the cash-in-lieu and cash back amount will be two hundred twenty-five dollars (\$225) to two hundred eighty-one dollars (\$281).

- 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.
- E. All regular full-time employees in the Association shall receive an allowance of one hundred dollars (\$100) per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Association shall receive an allowance of up to seventy-five dollars (\$75) for thirty to thirty-five (30-35) hour employees and up to fifty dollars (\$50) for twenty to twenty-five (20-25) hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

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.

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. To qualify for pro-

rate pay, the employee must serve fifty percent (50%) of the working days in the month.

X. **LIFE INSURANCE**

The City will provide City-paid life insurance coverage of fifty thousand dollars (\$50,000) 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 one hundred dollars (\$100) per month.

The Police Support Services Manager and Community Engagement Manager shall receive a uniform maintenance allowance of forty-five dollars (\$45) per month for the purchase and maintenance of City approved uniforms.

XII. **EDUCATIONAL REIMBURSEMENT**

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (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 ten thousand dollars (\$10,000) 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 five thousand dollars (\$5,000) dollars during their 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 (5) 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 (5) year employment period, employee warrants that they will reimburse to the City all money paid [up to ten thousand dollars (\$10,000)] under the Educational Reimbursement Plan as follows:
 - i. One hundred percent (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. Eighty percent (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. Sixty percent (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. Forty percent (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. Twenty percent (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 (5) 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. Education Incentive Pay

An employee promoted from Police Sergeant who at the time of promotion is receiving Education Incentive Pay shall continue to receive that payment for a period of up to four (4) years from the date of the promotion. If the employee has not qualified for the Education Incentive Pay under the terms of this section within four (4) years of the date of promotion, the employee's Education Incentive Pay shall be terminated.

Full-time permanent employees in the classifications of Police Lieutenant and Police Captain are eligible for the following education incentive pay:

Eligible employees meeting the below listed education requirements will receive an additional five percent (5%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:
 - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Course

Eligible employees meeting the below listed education requirements will receive an additional seven percent (7%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:
 - CA POST Management Course

Eligible employees meeting the below listed education requirements will receive an additional ten percent (10%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one (1) of the following additional educational programs:
 - FBI National Academy
 - CA POST Command College
 - Master's Degree, Juris Doctorate or PhD
 - Police Executive Research Forum Senior Management Institute for Police
 - California Police Chief's Association Executive Leadership Institute at Drucker

The Police Chief, with City Manager approval, may add equivalent programs to these lists as appropriate.

Eligible employees may only receive compensation for one (1) Education Incentive Program category. The maximum education incentive pay premium is ten percent (10%) above base salary for eligible employees.

XIII. RECREATION BENEFITS

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.

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.

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 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.

XV. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Police Chief, 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 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, registered domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in-law, sibling-in-law, or child-in-law of an employee.

Up to eighty (80) hours of paid bereavement leave may be granted for the death of a 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 employees shall be eligible for prorated bereavement and reproductive loss leave as described in Section XIV. and listed below:

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

Prorated Bereavement and Reproductive Loss Leave
up to a maximum of 30-35 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
- 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 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 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, 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 Nine/Eighty (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 seven percent (7%) of regular pay, to be paid each pay period. (See Section XIX. A. for the complete list of holidays.)

C. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time employees shall be eligible for prorated holidays in accordance with Section XIX. 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

XX. **GRIEVANCE PROCEDURE**

Any dispute between the City and an employee regarding the interpretation or application of this MOU shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association and/or their 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 their 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 MOU.

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 five (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, 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 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 their 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 factfinder from a list of three qualified factfinders 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 factfinder.
 - 2. The City and the employee and/or Association shall share equally the fees and expenses of the factfinder as well as the cost of making a record of the factfinder. Each party shall bear their 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 factfinder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the factfinder and conclusions of the factfinder.

**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 here under 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 MOU.

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 workforce performing those services in all respects, provided that this clause shall not supersede any other provisions of this MOU.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this MOU; 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 MOU, 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.

On Behalf of the City:


Signed by:

B9F512F848B7496...

David Benoun, City Manager

8/27/2025

Date

On Behalf of the NPMA:

Signed by:

8BFF8E66D3DE407...

Brian Simon, NPMA President

8/25/2025

Date

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 or as described in Administrative Regulation 0510. 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 Police Chief 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 five percent (5%), 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 (12) month period, but not more than once each six (6) 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 their 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 (6) 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 percent (10%) per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their 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 Effective 7/11/2025															
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
Police Captain	107.44	8,595.20	223,475.20	RANGE 22 - CAP									128.94	10,315.20	268,195.20
Police Lieutenant	92.78	7,422.40	192,982.40	RANGE 19 - LT									111.33	8,906.40	231,566.40
Community Engagement Manager	70.65	5,652.00	146,952.00	RANGE 14									84.78	6,782.40	176,342.40
Police Support Services Manager	81.80	6,544.00	170,144.00	RANGE 17									98.14	7,851.20	204,131.20
Salary Schedule Effective 7/01/2026															
Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
	Police Captain	113.89	9,111.20	236,891.20	RANGE 22 - CAP									136.68	10,934.40
Police Lieutenant	98.35	7,868.00	204,568.00	RANGE 19 - LT									118.01	9,440.80	245,460.80
Community Engagement Manager	73.12	5,849.60	152,089.60	RANGE 14									87.75	7,020.00	182,520.00
Police Support Services Manager	84.66	6,772.80	176,092.80	RANGE 17									101.57	8,125.60	211,265.60
Salary Schedule Effective 7/01/2027															
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
Police Captain	119.58	9,566.40	248,726.40	RANGE 22 - CAP									143.51	11,480.80	298,500.80
Police Lieutenant	103.27	8,261.60	214,801.60	RANGE 19 - LT									123.91	9,912.80	257,732.80
Community Engagement Manager	75.68	6,054.40	157,414.40	RANGE 14									90.82	7,265.60	188,905.60
Police Support Services Manager	87.62	7,009.60	182,249.60	RANGE 17									105.12	8,409.60	218,649.60

Salaries listed for full-time non-sworn management employees are based on a forty (40) hour workweek.
 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 forty (40) hour workweek salary ranges.

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 (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four tenths (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.

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 ninetieth (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 seven and sixty six hundredths (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 ninetieth (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 . 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.

Effective August 2, 2025, the Rollover Leave bank will be eliminated. Employees reaching the maximum amount of General Leave credits will immediately cease earning General Leave credits. General Leave credits remaining in the Rollover Leave Bank on August 2, 2025 will be cashed out in the following pay period.

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 Police Chief to the City Manager prior to reaching maximum accrual.

IV. LEAVE CREDITS TRANSITION

Unused leave credits shall be transitioned 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 (6) 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 Police Chief or their 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 their 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 their 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 their 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 which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, 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 workdays 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, or elect equivalent deferral into one of the City sponsored deferred compensation plans within IRS limitations, for up to a total of one hundred sixty (160) hours of General Leave per calendar year [one hundred twenty to one hundred forty (120-140) hours for thirty to thirty-five (30-35) hour employees; eighty to hundred (80-100) hours for twenty to twenty-five (20-25) hour employees] in hourly increments at the current hourly salary rate.
- B. By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year to be paid the first pay period each October, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- Employees must have a minimum of ten (10) days [eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

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

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 Department. 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.

Certificate Of Completion

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 Subject: Complete with Docusign: NPMA_MOU_2025-2028.pdf
 Source Envelope:
 Document Pages: 34
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Beatriz Perez
 37101 Newark Boulevard
 Newark, CA 94560
 betty.perez@newark.org
 IP Address: 67.182.92.57

Record Tracking

Status: Original
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 Holder: Beatriz Perez
 betty.perez@newark.org
 Location: DocuSign

Signer Events

Brian Simon
 brian.simon@newarkca.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

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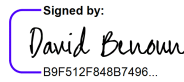
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Electronic Record and Signature Disclosure:
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 ID: baf4fce0-ad1d-45ea-ba56-650a5d2dee60

David Benoun
 david.benoun@newarkca.gov
 Security Level: Email, Account Authentication
 (None)

Signed by:

 B9F512F848B7496...

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Betty Perez
 betty.perez@newarkca.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	8/27/2025 11:17:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Newark (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sheila.harrington@newark.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Newark

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sheila.harrington@newark.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Newark

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Newark as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Newark during the course of your relationship with City of Newark.