

Memorandum of Understanding
Between City
of Newark and
Newark Police Association

July 1, 2025

Through

June 30, 2028

Adopted
June 26, 2025

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

I. TERM

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

II. REPRESENTATION

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

III. DEFINITIONS

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

- A. "Base Hourly Rate." The term "base hourly rate" shall mean the hourly compensation rate for regular full-time and part-time classifications, 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 Newark Police Association.
- C. "Employer". The term "employer" shall mean the City of Newark.
- D. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
- E. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical and dental premiums as a before-tax conversion of salary.
- F. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Police Record Supervisor, Public Safety Dispatcher, Public Safety Dispatch Supervisor, Vehicle Abatement

Officer, Property and Evidence Technician, and Red Light Photo Enforcement Technician.

- G. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.
- H. "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.
- I. "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.).
- J. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".
- K. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.
- L. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.
- M. "Four-Ten Work Schedule" shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.
- N. "3/12 ½ Work Schedule" shall mean a work schedule for full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, that equates to 40- hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher / Public Safety Dispatch Supervisor assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.
- O. "160-Hour Work Schedule" shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.
- P. "28-Day Work Cycle" for sworn personnel means the Fair Labor

Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.

- Q. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.
- R. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.
- S. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

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

V. SALARY INCREASE

A. Total Compensation Data

For discussion purposes only, either party may prepare a total compensation survey that includes the following data points within the established labor market. All data gathered shall be based on currently available wages and benefits for new PEPRA employees:

1. Top step base salary.
2. That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).
3. The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
4. The maximum amount paid by the employer for educational achievements or POST certificates.
5. The maximum number of holiday hours or holiday pay provided by the employer.

B. General Salary Increase

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

1. Effective July 1, 2025, the salary increase shall be four percent (4%).
2. Effective July 1, 2026, the salary increase shall be three and one-half percent (3.5%).
3. Effective July 1, 2027, the salary increase shall be three and one-

half percent (3.5%).

C. One-time Supplemental First Responder Base Wage Adjustments

On a one-time basis and during the term of this Agreement these identified classifications (Police Officer, Police Sergeant, Public Safety Dispatcher and Public Safety Dispatch Supervisor) shall receive the following supplemental increases in addition to the increase identified in the General Salary Increase section above:

1. Effective July 1, 2025, the supplemental salary increase shall be three percent (3.0%).
2. Effective July 1, 2026, salary increase shall be one and one-half percent (1.5%).
3. Effective July 1, 2027, salary increase shall be one and one-half percent (1.5%).

VI. HEALTH AND WELFARE PROGRAM

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

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

For Regular Part-Time Employees working 20-25 hours:
Employee Only: \$466-\$582

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

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

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

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

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

D. 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 \$450 per month "cash-in-lieu" of benefits, which includes the PEMHCA 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 \$450 per month of any money not used for the purchase of employer offered benefits.
 3. Any “cash-in-lieu” and cafeteria plan “cash back” will be paid to the employee in taxable compensation.
 4. For Regular Part-Time Employees working 30-35 hours the “cash-in-lieu” and “cash back” amount will be \$338-394. For Regular Part-Time Employees working 20-25 hours the “cash-in-lieu” and “cash back” amount will be \$225-281.
- E. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.
- F. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a \$50,000 life insurance policy.
- G. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

VII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, Animal Control Officer, and Vehicle Abatement Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase.
2. Upon completion of 12 months of continuous active employment or

upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of \$100.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers, Animal Control Officers, and Vehicle Abatement Officers shall receive a monthly uniform allowance of \$100.
4. If the employment of a Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.3.above shall be returned to the City.

B. Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technicians and Police Records Supervisors

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

VIII. VACATION LEAVE

- A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.
- B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of

said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.

- C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.
1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.
 2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.
 3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.
 4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.
 5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.
 6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.
- D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of their vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.
- E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.
- F. The Police Chief shall set the shift work schedules no later than October

1st in the calendar year of the bid for the following year’s schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

- G. It is the mutual understanding and intent of both parties that the term “vacation” for the purpose of determining when the employee is away from work includes the employee’s days off preceding and following their regularly assigned shift (e.g. If the employee works Friday through Sunday, then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City’s ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees’ normal workweek. However, if that is not possible the City may assign the payback day as needed.

- H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

	<u>20-25 Hour Work Schedule</u>	<u>30-35 Hour Work Schedule</u>
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5 th & following	5.00 – 6.25	7.50 – 8.75
During the 10 th & following	6.67 – 8.33	10.00 – 11.67
During the 15 th & following	7.33 – 9.16	11.00 – 12.83
During the 20 th & following	8.33 – 10.41	12.50 – 14.58

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT

employee with one year of City service who works 35 hours per week will receive 5.836 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

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

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

- I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).
- J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.
- K. Effective July 1, 2017, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall

make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

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

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

IX. SICK LEAVE

A. Purpose

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

B. Accrual

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.

2. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive sick leave credit of 24 hours.

3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

4. Regular part-time employees, beginning on the 90th day of employment, shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

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

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

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

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but

may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 to be placed in the retirement service credit account. However, once placed in the retirement service credit account, it can be used only for retirement service credit and cannot be withdrawn from that account.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.
2. In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning their daily duties. The employee must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as they feel necessary and may require supplemental information from the employee.
3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and their full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.
4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee their full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.

5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or osteopathy or the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.
6. Whenever the Police Chief has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the Police Chief may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.
7. Absence for illness may not be charged to sick leave not already accumulated by the employee.
8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until they are fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

X. PERSONAL LEAVE

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

Effective July 1, 2006, all non-sworn regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year. All non-sworn regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled

absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

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

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

B. Jury Duty

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

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

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

C. Bereavement & Reproductive Loss Leave

1. Regular full-time employees represented by the Association 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, parent-in-law, grandparent, grandchild, parent-in-law, grandparent-in-law, sibling-in-law, or child-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

A maximum of 80 hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

2. 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, unsuccessful assisted reproduction, 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.

3. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement and reproductive loss leave. Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works 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 the proration. Bereavement and reproductive loss leave will be prorated as follows:

Work Schedule

20 - 25 hrs/week
30 - 35 hrs/week

Prorated Bereavement and
Reproductive Loss Leave

up to a maximum of 20-25 hours
up to a maximum of 30-35 hours

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, Public Safety Dispatcher, and Public Safety Dispatch Supervisor, shall receive as compensation in- lieu of holidays an amount equal to 7% of their current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 7% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their current base pay step.

B. During the term of this agreement the classifications of Animal Control Officer, Community Service Officer, Police Records Supervisor, Property and Evidence Technician, Public Safety Clerk, Red Light Photo Enforcement Technician, and Vehicle Abatement Officer shall be eligible for the following holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr., Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Last work day before Christmas
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to Department Head approval.

The floating holidays must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holidays.

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

XIII. PAY UPON PROMOTION

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

XIV. CERTIFICATE INCENTIVE PAY

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

The effective date for payment of Certificate Incentive Pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

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

- A. Certificate Incentive Pay for Police Officer and Police Sergeant will be:
P.O.S.T. Intermediate Certificate 5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 10% of base hourly pay rate per month
- B. Certificate Incentive Pay for Public Safety Dispatcher and Public Safety Dispatch Supervisor will be:
P.O.S.T. Intermediate Certificate 3.5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 7% of base hourly pay rate per month

XV. OVERTIME

A. Regular Full-time Employees

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

B. Regular Part-time Employees

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

C. Compensatory Time Off

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

The maximum accumulation of compensatory time off shall be 220 hours. All compensatory time off accruals and compensatory time off elected for cash out count toward the 220 hours limit.

1. Voluntary Election to Cash Out Compensatory Time Off

By December 1 of each calendar year, eligible employees may voluntarily and irrevocably elect to cash out compensatory time in the following calendar year, all compensatory time earned during the applicable calendar year and remaining at the end of that calendar year will be cashed out in the last full pay period of the calendar year. Should the employee transition outside of NPA, the irrevocable election remains in place for the calendar year.

Each year the employee will have the option to elect to irrevocably cash out compensatory time for the subsequent calendar year.

The City makes no representations as to the tax consequences of an employee cashing out accrued leave or the compensatory time cash out program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

2. Non-election of Compensatory Time Off Cash-Out

If an employee does not irrevocably elect to cash out compensatory time in the following calendar year, the compensatory time leave accrued in that calendar year will be credited to the employee's compensatory time off account until the compensatory time off account is credited to the maximum accrual amount. Unused compensatory time will carry over from one calendar year until the next is exhausted. Should the employee transition outside of NPA, the subsequent MOU provisions of the new employee group will apply to any remaining compensatory leave. Upon separation from City service, all earned compensatory time will be paid in cash.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a

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

E. Call-Back Minimum

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

XVI. MINIMUM COURT TIME PAY

- A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850

leave, leave without pay, or shift trades between employees.

- B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.
- C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.
- D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.
- E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.
- F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.
 - 1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.
 - 2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only their industrial leave (4850 leave) pay.
 - 3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.
- G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE ON-CALL ALLOWANCE

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

XVIII. USE OF CITY VEHICLES

- A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.
- B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.
- C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

- A. Regular full-time and regular part-time employees are eligible on a first-come, first-served basis for the educational reimbursement of tuition fees and book costs.

- B. The City shall establish a fund of \$15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed \$1,500 per employee per fiscal year. 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 \$1,500 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.
- C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.
- D. An employee may petition their Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.
- E. Procedure
1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary's College bachelor's or graduate programs).
 2. Reimbursement shall be made for 100% tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

Total educational program fees (e.g.: B.S./B.A. degree programs) divided by the total number courses required to obtain the degree will equal the average course fee.
 3. Satisfactory completion shall be construed to mean the attainment of a

course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.
5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

- F. Required textbooks for which the employee was reimbursed shall become the property of the employee.

It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

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

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

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

XX. RETIREMENT BENEFITS

- A. All Association members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".
- B. The City shall continue to provide to all sworn Classic Members of the

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

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

The following example is for illustrative purposes only:

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

- C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as "2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

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

The following is for illustrative purposes only:

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

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

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

In addition to paying the employee rate sworn PEPRA members currently pay an additional contribution of 1.5% of the employer rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the 1.5% contribution the City agrees to amend its contract for sworn PEPRA members accordingly.

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

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

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

- F. All Association members' cost sharing contributions will be tax deferred.
- G. All Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.
- H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.
- I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.
- J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.
- K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.
- L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.
- M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will

be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

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

- G. An employee voluntarily enlisting for active duty service is not eligible for this program.
- H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

- A. Regular full-time employees in the classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

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

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

- B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:
 - Full-time sworn classifications represented by the City of Newark Police Association, including probationary time through June 30, 2022; and
 - Effective July 1, 2022, 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
 - Continuous service or service that qualifies under reinstatement procedures; and
 - Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

- A. Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.
- B. Public Safety Dispatchers formally assigned by the Police Chief to train other Public Safety Dispatchers as part of a formalized departmental

training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday-in-lieu pay received while performing Public Safety Dispatcher training duties. Public Safety Dispatchers are not eligible for this salary increase when acting as Public Safety Dispatch Supervisor and receiving acting pay for that assignment.

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

- D. Police Officers and Sergeants assigned to one of the following special duty assignments shall receive special assignment pay of 5% of base compensation per month:
 - School Liaison Officer
 - School Resource Officer
 - Professional Standards and Training Officer
 - Detective
 - Canine Handler
 - Motor
 - Special Enforcement Team
 - Any other position approved by the Police Chief

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

- F. Employees represented by the Association will receive bilingual assignment pay of \$100.00 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:
 1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

2. Eligible languages will be determined by the City.
3. Employees must be in a classification that brings them into regular contact with the general public.
4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

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

B. Firearm

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

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

- C. The City will continue to provide Police Officers, Police Sergeants, Community Services Officers, Animal Control Officers, and Vehicle Abatement Officers the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Ballistic Vest (Minimum Threat Level 2), and Belt Keepers.

Equipment will be Accumold, basket weave, or a similar style as approved by the Police Chief.

D. Motorcycle Duty

The City shall furnish uniformed motor officers with appropriate safety and protective equipment necessary for the performance of their duties. All motorcycle apparel provided shall conform to the standards established by the Police Department, as determined by the Police Chief. The replacement of worn or damaged apparel

shall be at the sole discretion of the Police Chief. Provided items may include, but are not limited to, the following: motorcycle helmet, leather or Kevlar riding jackets, Class A wool shirt and britches, Motor Port motorcycle pants, daytime and nighttime eyewear, and motorcycle gloves.

XXV. PER DIEM EXPENSE

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

XXVI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on 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 their 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 (its) representatives and witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be permitted to be present without loss of compensation during hearings on grievances.

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

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

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

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

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.
- B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, 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.
- 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 within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.
 - 1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.
 - 2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear 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 fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

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

B. Animal Control Officer, Community Service Officer, and Vehicle Abatement Officer

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

C. Public Safety Dispatcher / Lead Public Safety Dispatcher

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

D. Public Safety Clerk and Police Records Supervisor

1. A standard work schedule for the Public Safety Clerk and Police Records Supervisor shall be 40 hours per week. The normal workweek will be 40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:00 a.m. Sunday morning and ends at 11:59 on Saturday.

2. The Public Safety Clerk and Police Records Supervisor have the option to request working an alternate work schedule (Four-Ten). The authorization to work an alternate work schedule shall be the sole discretion of the department head. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hours per week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.

F. Notification of Shift Change

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

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in the Police Chief's judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance

procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

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

H. Holiday Work Schedule

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

I. Authority

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

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

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

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE

TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

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

XXX. CARRYOVER TERMS

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

XXXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

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

including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

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

A. Pick-up of Employee Contributions

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

B. Wage Adjustment

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

C. Limitations to Operability

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

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings and conferring in good faith in accordance with Section 3500 et seq of the Government Code of the

State of California and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

- A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these

proposed accommodations prior to implementation by the City.

C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVIII. SEPARABILITY

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

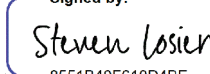
On Behalf of the City:

Signed by:

B9F512F848B7496...
David Benoun, City Manager

7/20/2025
Date

On Behalf of the NPA:

Signed by:

8551B40F610D4BE...
Steven Losier, NPA President

7/17/2025
Date

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATIONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Property and Evidence Technician

Public Safety Clerk

Public Safety Dispatcher

Public Safety Dispatch Supervisor

Red Light Photo Enforcement Technician

Vehicle Abatement Officer

ATTACHMENT B

NEWARK POLICE ASSOCIATION SALARY SCHEDULES

(Effective Dates: 7/01/2025, 7/01/2026, and 7/01/2027)

Salary Schedule Effective 7/01/2025

Job 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
Animal Control Officer	42.90	3,432.00	89,232.00	45.05	3,604.00	93,704.00	47.30	3,784.00	98,384.00	49.67	3,973.60	103,313.60	52.15	4,172.00	108,472.00
Community Service Officer	43.39	3,471.20	90,251.20	45.55	3,644.00	94,744.00	47.83	3,826.40	99,486.40	50.22	4,017.60	104,457.60	52.74	4,219.20	109,699.20
Police Officer	63.11	5,048.80	131,268.80	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80
Police Records Supervisor	48.39	3,871.20	100,651.20	50.80	4,064.00	105,664.00	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Police Sergeant	76.54	6,123.20	159,203.20	80.37	6,429.60	167,169.60	84.38	6,750.40	175,510.40	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40
Property and Evidence Technician	41.85	3,348.00	87,048.00	43.94	3,515.20	91,395.20	46.13	3,690.40	95,950.40	48.45	3,876.00	100,776.00	50.87	4,069.60	105,809.60
Public Safety Clerk	40.83	3,266.40	84,926.40	42.87	3,429.60	89,169.60	45.01	3,600.80	93,620.80	47.26	3,780.80	98,300.80	49.63	3,970.40	103,230.40
Public Safety Dispatcher	50.09	4,007.20	104,187.20	52.60	4,208.00	109,408.00	55.22	4,417.60	114,857.60	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40
Public Safety Dispatcher Supervisor	57.90	4,632.00	120,432.00	60.79	4,863.20	126,443.20	63.83	5,106.40	132,766.40	67.01	5,360.80	139,380.80	70.37	5,629.60	146,369.60
Red Light Photo Enforcement Technician	41.63	3,330.40	86,590.40	43.71	3,496.80	90,916.80	45.90	3,672.00	95,472.00	48.19	3,855.20	100,235.20	50.61	4,048.80	105,268.80
Vehicle Abatement Officer	34.29	2,743.20	71,323.20	35.99	2,879.20	74,859.20	37.80	3,024.00	78,624.00	39.70	3,176.00	82,576.00	41.67	3,333.60	86,673.60

Salary Schedule Effective 7/01/2026

Job 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
Animal Control Officer	44.40	3,552.00	92,352.00	46.63	3,730.40	96,990.40	48.96	3,916.80	101,836.80	51.41	4,112.80	106,932.80	53.98	4,318.40	112,278.40
Community Service Officer	44.91	3,592.80	93,412.80	47.14	3,771.20	98,051.20	49.50	3,960.00	102,960.00	51.98	4,158.40	108,118.40	54.59	4,367.20	113,547.20
Police Officer	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00
Police Records Supervisor	50.08	4,006.40	104,166.40	52.58	4,206.40	109,366.40	55.21	4,416.80	114,836.80	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Police Sergeant	80.37	6,429.60	167,169.60	84.39	6,751.20	175,531.20	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40
Property and Evidence Technician	43.31	3,464.80	90,084.80	45.48	3,638.40	94,598.40	47.74	3,819.20	99,299.20	50.15	4,012.00	104,312.00	52.65	4,212.00	109,512.00
Public Safety Clerk	42.26	3,380.80	87,900.80	44.37	3,549.60	92,289.60	46.59	3,727.20	96,907.20	48.91	3,912.80	101,732.80	51.37	4,109.60	106,849.60
Public Safety Dispatcher	52.59	4,207.20	109,387.20	55.23	4,418.40	114,878.40	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60
Public Safety Dispatcher Supervisor	60.80	4,864.00	126,464.00	63.83	5,106.40	132,766.40	67.02	5,361.60	139,401.60	70.36	5,628.80	146,348.80	73.89	5,911.20	153,691.20
Red Light Photo Enforcement Technician	43.09	3,447.20	89,627.20	45.24	3,619.20	94,099.20	47.51	3,800.80	98,820.80	49.88	3,990.40	103,750.40	52.38	4,190.40	108,950.40
Vehicle Abatement Officer	35.49	2,839.20	73,819.20	37.25	2,980.00	77,480.00	39.12	3,129.60	81,369.60	41.09	3,287.20	85,467.20	43.13	3,450.40	89,710.40

Attachment B
CITY OF NEWARK SALARY SCHEDULES (Page 2 of 2)

Salary Schedule Effective 7/01/2027

Job 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
Animal Control Officer	45.95	3,676.00	95,576.00	48.26	3,860.80	100,380.80	50.67	4,053.60	105,393.60	53.21	4,256.80	110,676.80	55.87	4,469.60	116,209.60
Community Service Officer	46.48	3,718.40	96,678.40	48.79	3,903.20	101,483.20	51.23	4,098.40	106,558.40	53.80	4,304.00	111,904.00	56.50	4,520.00	117,520.00
Police Officer	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00	84.58	6,766.40	175,926.40
Police Records Supervisor	51.83	4,146.40	107,806.40	54.42	4,353.60	113,193.60	57.14	4,571.20	118,851.20	60.00	4,800.00	124,800.00	63.01	5,040.80	131,060.80
Police Sergeant	84.39	6,751.20	175,531.20	88.61	7,088.80	184,308.80	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40	102.56	8,204.80	213,324.80
Property and Evidence Technician	44.83	3,586.40	93,246.40	47.07	3,765.60	97,905.60	49.41	3,952.80	102,772.80	51.91	4,152.80	107,972.80	54.49	4,359.20	113,339.20
Public Safety Clerk	43.74	3,499.20	90,979.20	45.92	3,673.60	95,513.60	48.22	3,857.60	100,297.60	50.62	4,049.60	105,289.60	53.17	4,253.60	110,593.60
Public Safety Dispatcher	55.22	4,417.60	114,857.60	57.99	4,639.20	120,619.20	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60	67.12	5,369.60	139,609.60
Public Safety Dispatcher Supervisor	63.84	5,107.20	132,787.20	67.02	5,361.60	139,401.60	70.37	5,629.60	146,369.60	73.88	5,910.40	153,670.40	77.58	6,206.40	161,366.40
Red Light Photo Enforcement Technician	44.60	3,568.00	92,768.00	46.82	3,745.60	97,385.60	49.17	3,933.60	102,273.60	51.63	4,130.40	107,390.40	54.21	4,336.80	112,756.80
Vehicle Abatement Officer	36.73	2,938.40	76,398.40	38.55	3,084.00	80,184.00	40.49	3,239.20	84,219.20	42.53	3,402.40	88,462.40	44.64	3,571.20	92,851.20

Salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are based upon workweeks as defined in MOU

RESOLUTION NO. 11764

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING A SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF NEWARK AND THE NEWARK
POLICE ASSOCIATION

WHEREAS, the City of Newark and the Newark Police Association (NPA) entered into a Memorandum of Understanding (MOU) effective July 1, 2025, through June 30, 2028, governing wages, hours, and other terms and conditions of employment for employees represented by the NPA; and

WHEREAS, the City and NPA wish to promote consistency between the MOU and the City's Personnel Rules and Regulations by aligning the definition of "reinstatement" across all employee groups; and

WHEREAS, the current MOU defines reinstatement for NPA members as returning to active service in the same classification within one year of separation, while the City's Personnel Rules and Regulations provide a two-year reinstatement period; and

WHEREAS, the City and the NPA have agreed to amend Subsection III(I) of the MOU to reflect the two-year reinstatement period to ensure clarity and uniform application of reinstatement provisions; and

WHEREAS, this change has been documented in a Side Letter of Agreement attached to and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is authorized to execute the Side Letter of Agreement attached hereto and approved by the City Council, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is authorized to implement the terms of the Side Letter and take such additional actions as necessary to effectuate the intent of this Resolution.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 24, 2025, by Council Member Catancio who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Catancio, Grindall, Jorgens, Vice Mayor Little, and Mayor Hannon

NOES: None

ABSENT: None

SECONDED: Council Member Grindall

APPROVED:



MICHAEL K. HANNON

Mayor

ATTEST:



KATHLEEN L. SLAFTER

Deputy City Clerk

APPROVED AS TO FORM:



KRISTOPHER J. KOKOTAYLO

City Attorney



City of Newark

Human Resources Department

37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Association (NPA) Executive Board

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

Subject: Side Letter of Agreement Between the City of Newark and the Newark Police Association Regarding Reinstatement Provisions

Date: July 7, 2025

This side letter of agreement is entered into by and between the City of Newark ("City") and the Newark Police Association ("NPA") to modify and clarify 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 promote consistency with the City's Personnel Rules and Regulations and to align the definition of reinstatement across all employee groups.

Background

Subsection III(l) of the MOU defines "Reinstatement" as follows:

"Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date."

To ensure uniformity in the application of reinstatement provisions across the City's workforce, the City and NPA agree to amend the MOU to reflect the two-year reinstatement timeframe set forth in the City's Personnel Rules and Regulations and to remove the term "sworn" for uniform application to all NPA classifications.

Agreement

The parties agree that Subsection III(l) of the MOU shall be amended to read as follows:

"Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within two (2) years of their separation date."



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This side letter will become effective upon approval by the City Council and shall remain in effect for the duration of the MOU.

Dated: 8/25/2025

For the City of Newark:

Signed by:

David Benoun

D9E512F848B7496...

David J. Benoun, City Manager

For the Newark Police Association:

Signed by:

Steven Losier

8551B40F610D4BE...

Steven Losier, NPA President

RESOLUTION NO. 11,836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2024–2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2025–26 TO REALLOCATE POSITIONS; APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5; AND APPROVING A SIDE LETTER OF AGREEMENT WITH THE NEWARK POLICE ASSOCIATION

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

WHEREAS, the City conducted a comprehensive Reclassification Study of the Police Records Supervisor position in the Police Department; and

WHEREAS, the study concluded, and the City confirmed that the duties performed by the incumbent are consistent with a higher-level supervisory role overseeing both police records and property and evidence functions; and

WHEREAS, the consultant recommended updating the Police Records Supervisor classification title to Police Records and Evidence Supervisor and increasing the classification salary range to accurately reflect the position's scope and level of responsibility; and

WHEREAS, the City engaged in meet and confer as required by law and both the City and the Newark Police Association agreed to the revised and retitled classification changes; and

WHEREAS, the Recreation and Community Services Department has experienced a vacancy in a 0.75 full-time equivalent Administrative Assistant position and the City has reevaluated its operational needs; and

WHEREAS, the City identified a need for higher-level analytical and administrative support and recommends reallocating the position to a 1.0 full-time equivalent Management Analyst to better align with current and anticipated service needs; and

WHEREAS, the City Council finds it appropriate to amend the 2024-2026 Biennial Budget and Capital Improvement Plan to reflect these allocations.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to reallocate one full-time equivalent classification of Police Records Supervisor to one full-time equivalent classification of Police Records and Evidence Supervisor and reallocate one .75 full-time equivalent Administrative Assistant to one full-time equivalent Management Analyst, effective April 12, 2026.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a Side Letter between the City and Newark Police Association, in form approved by the City Manager, and take such additional actions as necessary to implement the Side Letter.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the compensation pursuant to the revised classification of Police Records and Evidence Supervisor, effective April 12, 2026.

Classification	Frequency	Step 1	Step 2	Step 3	Step 4	Step 5
Police	Hourly	\$55.75	\$58.54	\$61.47	\$64.54	\$67.78
Records and	Biweekly	\$4,460.00	\$4,683.20	\$4,917.60	\$5,163.20	\$5,422.40
Evidence	Annual	\$115,960.00	\$121,763.20	\$127,857.60	\$134,243.20	\$140,982.40
Supervisor						

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26 as follows:

Personnel Allocation

Add: One (1) full-time equivalent Police Records and Evidence Supervisor

Add: One (1) full-time equivalent Management Analyst I/II

Delete: One (1) full-time equivalent Police Records Supervisor

Delete: One .75 full-time equivalent Administrative Assistant

Account Allocation

TO: 110.30.033.330.5110 SALARIES (FT/RPT) \$4,300

TO: 110.30.033.330.5220 MEDICARE \$62

TO: 110.30.033.330.5510 DEFINED BNFT PLAN (CalPERS) \$1,566

FR: 110.3000 UNAPPROPRIATED FUND BALANCE \$5930

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on April 9, 2026, by Vice Mayor Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:


AYES: Council Members Catancio, Grindall, Little, Vice Mayor Jorgens, and Mayor Hannon

NOES: None

ABSENT: None

SECONDED: Council Member Catancio

APPROVED:



MICHAEL K. HANNON

Mayor

ATTEST:



NEETU SALWAN

City Clerk

APPROVED AS TO FORM:



KRISTOPHER J. KOKOTAYLO

City Attorney



To: Newark Police Association (NPA) Executive Board

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

Subject: Side Letter of Agreement Between the City of Newark and the Newark Police Association Regarding Classification Retitle and Salary Adjustment

Date: April 14, 2026

This side letter of agreement is entered into by and between the City of Newark (“City”) and the Newark Police Association (“NPA”) 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 reflect the agreed-upon classification retitle and corresponding salary adjustment.

Background

The City conducted a reclassification study of the Police Records Supervisor position, which determined that the scope of duties more accurately reflects a supervisory role overseeing both police records and property and evidence functions. As a result, the City proposed retitling the classification to Police Records and Evidence Supervisor and updating the salary range to align with the enhanced responsibilities.

The City and NPA met and conferred regarding these changes and reached agreement on the revised classification title and compensation.

Agreement

The parties agree to the following:

1. The classification of Police Records Supervisor shall be retitled to Police Records and Evidence Supervisor, and the duties of the classification shall be updated to reflect the expanded scope and level of responsibility.
2. The salary for the Police Records and Evidence Supervisor classification shall be updated as reflected in the approved salary schedule adopted by City Council and outlined in the following chart:

Frequency	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$55.75	\$58.54	\$61.47	\$64.54	\$67.78
Biweekly	\$4,460.00	\$4,683.20	\$4,917.60	\$5,163.20	\$5,422.40
Annual	\$115,960.00	\$121,763.20	\$127,857.60	\$134,243.20	\$140,982.40



3. All references in the MOU to Police Records Supervisor shall be understood to refer to Police Records and Evidence Supervisor.

This side letter will become effective upon approval by the City Council and shall remain in effect for the duration of the MOU.

Dated: April 14, 2026

For the City of Newark:



[David Benoun \(Apr 15, 2026 14:18:54 PDT\)](#)

David J. Benoun, City Manager

For the Newark Police Association:



[Steven Losier \(Apr 14, 2026 13:26:49 PDT\)](#)

Steven Losier, NPA President