EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR THE

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2025 THROUGH JUNE 30, 2028

Adopted: June 26, 2025

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COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

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

II. SALARY INCREASE

The classifications listed below of management, supervisory, and professional personnel shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A attached hereto and incorporated herein by this reference.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Assistant to the City Manager
Assistant City Manager
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Assistant Planner
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
City Clerk
City Engineer
Communications and Public Engagement Manager
Community Development Director (Dept. Head)*
Community Preservation Manager
Crime Analyst
Deputy Community Development Director
Deputy Economic Development Director
Deputy Finance Director
Environmental Services Manager
Facilities Supervisor
Finance Director (Dept. Head)*
Housing Policies and Programs Manager
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer-Civil
Maintenance Superintendent
Maintenance Supervisor
Management Analyst I/II
Plan Check Engineer

Planning Manager
Police Chief (Dept. Head)*
Principal Civil Engineer
Principal Planner
Public Works Director (Dept. Head)*
Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor I/II
Senior Accountant
Senior Civil Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Senior Recreation Supervisor
Strategic Initiatives Manager
Urban Forest Supervisor

*The Newark Executive Management Team, including all department heads and the Assistant City Manager are at-will positions.

Effective July 1, 2025, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased four percent (4.0%). All regular management, supervisory, and professional employees shall receive a four percent (4.0%) salary increase.

Effective July 1, 2026, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Effective July 1, 2027, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Executive Management Team shall include the City Manager, the Assistant City Manager, the City Attorney and those classifications designated as Department Heads.

A. Police Chief Compensation: The Police Chief is not eligible to receive the salary increases outlined in Section II above and instead shall receive salary increases in Section II (B). The Police Chief will receive all benefits within this Compensation and Benefits Plan with the exception of benefits where the classification is expressly excluded. The Police Chief shall also receive all benefits outlined in Attachment C, Police Chief Benefits.

B. Effective July 1, 2025, the total compensation salary range for Police Chief shall be increased seven percent (7%).

Effective July 1, 2026, the total compensation salary range for Police Chief shall

be increased by five percent (5%).

Effective July 1, 2027, the total compensation salary range for Police Chief shall be increased by five percent (5%).

III. HOURS OF WORK

A. Full-time management, supervisory, and professional employees work forty (40) hours per week and as necessary. The Nine/Eighty (9/80) is the standard work schedule that equates to forty (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one (1) day of eight (8) hours in one (1) week (forty-four (44) hours) and then nine (9) hours per day for four (4) days in the next week thirty-six (36) hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. the salary advance is submitted to payroll by June 1 preceding the furlough,

2. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. payments begin no earlier than July 1 of the impacted calendar year, and

4. the repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the nine/eighty (9/80) work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater, while acting in a higher classification when assigned and prescribed by the City Manager. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of their earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of their earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in the Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the one hundred dollar ($100.00) monthly Health and Welfare Allowance. The one hundred dollar ($100.00) monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code (IRC).

1. Pick-up of Employee Contributions

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

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

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

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from the gross income of the employee under the provisions of the IRC.

VI. **RETIREMENT BENEFITS**

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as two and one-half percent at fifty-five (2.5% at 55) together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the eight percent (8%) employee rate for

the two and one-half percent at fifty-five formula (2.5% at 55) plus continue to pay up to three and four hundred sixty-eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty-eight thousandths percent (11.468%).

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) retirement formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%). In the event that the employer rate exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the term of the agreement, if the rate over ten percent (10.00%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (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 ten percent (10.00%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases three percent (3.0%), each non-sworn Classic member would contribute half of the three percent (3.00%) increase , one and one-half percent (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.50%). If the rate decreased by three percent (3.0%), the non-sworn Classic member would no longer contribute the additional one and one- half percent (1.50%)of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall continue to provide to all sworn Classic employees a retirement formula known as three percent at fifty (3% at 50) together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic employees continue to pay the nine percent (9%) employee rate for the three percent at fifty (3% at 50) retirement formula plus continue to pay up to four percent (4%) of an additional contribution in accordance with the following formula for a current total pre-tax contribution of thirteen percent (13%).

Sworn Classic employees will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula exceeds seventeen percent (17%) to a maximum of twenty-five percent (25%). In the event that the employer rate exceeds twenty-five percent (25%), the City shall be responsible for any increase

above twenty-five percent (25%). In subsequent years, if the rate over seventeen percent (17%) decreases, the sworn Classic employees matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below seventeen percent (17%) will not be shared with sworn Classic employees under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula increased from seventeen percent (17%) to twenty percent (20%) effective July 1, 2026, the sworn Classic members' rate would increase from nine percent (9%) to ten and one-half percent (10.5%).

The City would then be responsible for the matching one and one-half percent (1.5%). If the rate decreased from twenty percent (20%) to eighteen percent (18%), the sworn Classic members' rate would decrease by one percent (1%). The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

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

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

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

The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).

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

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

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

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

VII. **HEALTH AND WELFARE PROGRAMS**

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section C

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the IRC. The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City- administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Cash-in-Lieu and Cafeteria Plan Cash Back

Regular full-time employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) cash-in-lieu of benefits, which includes the PEMCHA minimum per section VII.A above.

Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan cash back will be paid to the employee in taxable compensation.

For Regular Part-Time employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00). For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

Regular full time employees in the Management, Supervisory, and Professional Employee Group, shall receive an allowance of up to one hundred dollars ($100.00) per month intended to be used towards the cost of health care premiums, long-term disability premiums, short-term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses.

Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their one hundred dollars ($100.00) monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hours employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hours employees.

This allowance will be reported as taxable income and provided to employees based on the following criteria:

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

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employees must serve fifty percent (50%) of the working days in the month.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of fifty thousand dollars ($50,000.00) to each management, supervisory, and professional employee.
Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job, or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
   a. Employee will maintain employment with the City of Newark for a period of five (5) years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five (5) year employment period, employee warrants that they will reimburse to the City all money paid (up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first (1st) year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second (2nd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third (3rd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth (4th) year after completion of the last class taken under the Educational Reimbursement Plan.

      v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth (5th) year after completion of the last class taken under the Educational Reimbursement Plan.

      vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of four hundred dollars ($400.00) per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of two hundred (200) miles per month.

C. Executive management employees shall receive a vehicle allowance in the amount of four hundred dollars ($400.00) per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of two hundred (200) miles per month.

XI. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

XVI. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

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

B. Reproductive Loss Leave

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

spouse, or employee's registered domestic partner.

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

Regular part-time employees shall be eligible for prorated Bereavement and Reproductive Loss Leave as described in Section XII and listed below:

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

XVII. **HOLIDAYS**

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time management, supervisory, and professional employees:

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

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

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

The floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year.

Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

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

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, and professional, classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested.
Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure:

Management Classifications: The Management, Supervisory, and Professional Employee Group Pay Plan for management positions consists of thirty (30) salary ranges which provide an approximate spread of twenty percent (20%) between the minimum and maximum amounts and a differential of approximately five percent (5%) between the maximum of the ranges descending from the maximum amount established for Range No. thirty (30).

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five percent (5%) differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one (1) merit increase per twelve (12) month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve (12) month period, but not more than once each six (6) month period may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six (6) month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten percent (10%) per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part- time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

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

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90^{th}) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of seven and sixty-six hundredths (7.66) working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum Accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the ninetieth (90^{th}) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Complete Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Effective August 2, 2025, the Police Chief will be excluded from the Rollover Leave Bank. When the Police Chief reaches the maximum amount of General Leave credits listed in Section III(E) they will cease earning General Leave credits. Any General Leave Credits remaining in the Police Chief Rollover Leave Bank on August 2, 2025 will be cashed out.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior

approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

A. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

B. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

C. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

D. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head and Human Resources Director or designees based upon medical information supplied by the employee's physician and/or the City's physician.

E. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

F. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

G. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

H. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive workdays for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY

Section VI. General Leave Conversion to Pay does not apply to the Police Chief. Police Chief General Leave Conversion to Pay benefits are outlined in Attachment C. Police Chief Benefits.

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

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty(50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used

at least one-half of the vacation time accrued during the twelve (12) month period preceding December.

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

For example, to buy back general leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, the amount of hours they want to buy-back. The employee must have used a minimum of fifty percent (50%) of their accrued general leave between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2026. The buy-back will be paid out in the last full pay period of December 2026.

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

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

ATTACHMENT C

POLICE CHIEF BENEFITS

A. LONGEVITY PAY

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

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

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

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

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

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

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

- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation or other protected leaves per state or federal law.

B. UNIFORM ALLOWANCE

The Police Chief shall receive a uniform maintenance allowance of one hundred dollars ($100.00) per month

C. EDUCATION INCENTIVE PAY

The Police Chief is eligible for the following education incentive pay:

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

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

    - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Course

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

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

    - CA POST Management Course

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

- Bachelor's Degree, in conjunction with the successful completion of one (1) of the following additional educational programs:

    - FBI National Academy

    - CA POST Command College

    - Master's Degree, Juris Doctorate or PhD

    - Police Executive Research Forum Senior Management Institute for Police

    - California Police Chief's Association Executive Leadership Institute at Drucker

The City Manager may add equivalent programs to these lists as appropriate.

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

D. GENERAL LEAVE CONVERSION TO PAY

Buy-Back: The Police Chief may request to receive pay, or elect equivalent deferral into one of the City sponsored deferred compensation plans within IRS limitations, for up to a total of one hundred sixty (160) hours of General Leave per calendar year [one hundred twenty to one hundred forty (120-140) hours for thirty to thirty-five (30-35) hour employees; eighty to hundred (80-100) hours for twenty to twenty-five (20-25) hour employees] in hourly increments at the current hourly salary rate.

By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year to be paid the first pay period each October, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- Must have a minimum of ten (10) days [eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.

- Must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

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