

COMPENSATION AND BENEFIT PLAN
FOR THE
CITY OF NEWARK
CONFIDENTIAL EMPLOYEE GROUP
JULY 1, 2025 THROUGH JUNE 30, 2028

Adopted: June 26, 2025

TABLE OF CONTENTS

| <u>Section</u> | <u>Page</u> |
|--|-------------|
| I. Term | 1 |
| II. Salary Increase | 1 |
| III. Health and Welfare Programs | 2 |
| IV. Acting/Special Assignment Pay | 5 |
| V. Proration of Holiday, General, and Bereavement Leave Accruals for Regular Part-Time Employees (RPT) | 6 |
| VI. Holidays | 6 |
| VII. Bereavement & Reproductive Loss Leave | 8 |
| VIII. General Leave | 8 |
| IX. Confidential Leave | 9 |
| X. Retirement Benefits | 9 |
| XI. Hours of Work | 11 |
| XII. Overtime | 12 |
| XIII. Educational Reimbursement | 13 |
| XIV. Recreation Benefits | 14 |
| XV. Implementation of Section 414(h)(2) of the U.S. Internal Revenue Code | 15 |

ATTACHMENTS

| | |
|---|---|
| A | Regular Full-Time / Part-Time Classifications |
| B | General Leave Plan |

COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

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

II. SALARY INCREASE

A. General Salary Increase:

The salary ranges for all classifications shall be increased as follows:

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

Confidential Group classifications shall be as set forth in Attachment A

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

III. **HEALTH AND WELFARE PROGRAMS**

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4 . The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.
2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City will consider the impact of such changes before making any modification to the Flexible Benefit Plan.
3. 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 Employees working thirty to thirty-five (30-35) hours:

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 Employees working thirty to thirty-five (30-35) hours :

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 employees working thirty to thirty-five (30-35) hours:

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 employees working thirty to thirty-five (30-35) hours:

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

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

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

4. Cash-in-Lieu and Cafeteria Plan Cash Back:

Regular full time and regular part time thirty to thirty-five (30-35) hour employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars (\$450.00) "cash-in-lieu" of benefits, which includes the PEMCHA minimum per Section III. A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred 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).

5. All regular full-time employees in the Confidential Group shall receive an allowance of up to hundred dollars (\$100) per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group shall receive an allowance of up to seventy-five dollars (\$75.00) for thirty to thirty-five (30-35) hour employees and up to fifty dollars (\$50.00) for twenty to twenty-five (20-25) hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

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

B. Life Insurance

The City shall provide fifty thousand dollars (\$50,000.00) term life insurance coverage for all Confidential employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Short-Term Disability

The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.

IV. **ACTING / SPECIAL ASSIGNMENT PAY**

A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

Acting assignments that fall within the definition of "out of class assignments" per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed nine hundred sixty (960) hours in a fiscal year. For purposes of this section an "out of class assignment" is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.
3. Confidential employees will be eligible for premium pay of 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 department head, with City Manager approval. An employee shall not receive an increase that is higher than the top of the range of the higher classification.
4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided they are designated in writing by the department head either before or after the employee begins the acting assignment.
5. For an unplanned absence, acting pay shall be paid effective five (5) consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within

the meaning of this section.

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

- B. The City agrees to pay regular full-time employees bilingual assignment pay of 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 (20) to twenty-five (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. **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.

VI. **HOLIDAYS**

A. Holiday

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential Employee Group:

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

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

- B. The floating holidays must be scheduled and used during the fiscal year.
- C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holidays during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, in the next fiscal year.
- D. Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.
- E. Holiday Compensation

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

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

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

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

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

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VII. **BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE**

A. 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 (12) month period.

Regular part-time employees shall be eligible for prorated bereavement and reproductive loss leave in accordance with Section V. above and as listed below:

Work Schedule

Prorated Bereavement and Reproductive Loss 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

VIII. **GENERAL LEAVE**

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

IX. **CONFIDENTIAL LEAVE**

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. **RETIREMENT BENEFITS**

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".
2. Classic Members shall be provided the two and one-half percent at fifty-five (2.5% at 55) formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.
3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent at fifty-five (2.5% at 55) retirement benefit.
4. Additional Contribution Towards Employer Rate
 - a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%), all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10.00%) decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

- b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increases three percent (3.0%) , each Classic Member would contribute one and one-half percent (1.50%) of their salary to pay towards the employer rate for the retirement benefit.

The City would then be responsible for matching one and one-half percent (1.50%). If during the subsequent years of this pay plan, the rate decreased three percent (3.0%), each 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.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2.0% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.
2. Additional Contribution Towards Employer Rate
 - a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay .
 - b. The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).
3. The City shall provide the three (3) year average compensation requirement to PEPRA members.

XI. **HOURS OF WORK**

A. Work Schedule

Regular full-time Confidential employees shall work forty (40) hours per week on weekdays on a nine/eighty (9/80) work schedule with alternating Fridays off. The City Manager may revise the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at thirty (30) to thirty-five (35) hours per week or twenty (20) to twenty-five (25) hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

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

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, and/or leave without pay during the furlough. Compensatory time may not be used during the furlough.
2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
3. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:
 - a. the salary advance is submitted to payroll by June 1 preceding the furlough.
 - b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough, and

- c. repayments begin no earlier than July 1 of the impacted calendar year.
4. Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks. Schedules of twenty (20) to twenty-five (25) hours may receive an advance of sixteen (16) hours pay and schedules of thirty (30) to thirty-five (35) hours may receive an advance of twenty-four (24) hours pay.

XII. **OVERTIME**

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

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

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

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one (1) minimum shall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour period, only one (1) minimum shall apply.

XIII. **EDUCATIONAL REIMBURSEMENT**

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to 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 with a recommendation from the Department Head 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) dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
 - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and
 - b. In the event that employee leaves the City of Newark and does not complete the five-year employment period, employee warrants that 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 year after completion of the last class taken under the Educational Reimbursement Plan.
 - ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

- iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.
 - iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
 - v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class, taken under the Educational Reimbursement Plan.
 - vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.
3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.
- C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

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

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

XIV. **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.

XV. **IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES[
INTERNAL REVENUE CODE**

A. Pick-up of Employee Contributions

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

B. Wage Adjustment

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

C. Limitations to Operability

Section XV. 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.

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Accounting Technician I Confidential

Accounting Technician II Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

ATTACHMENT B

GENERAL LEAVE PLAN FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

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

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (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 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. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

| Years of Annual | Annual Leave | | |
|--------------------------|--------------------------|------------------|------------------|
| <u>Completed Service</u> | <u>Accrual Full Time</u> | <u>RPT 30-35</u> | <u>RPT 20-25</u> |
| 1 through 9 | 184 hrs (23 days) | 138-161 hrs | 92-115 hrs |
| 10 through 14 | 224 hrs (28 days) | 168-196 hrs | 112-140 hrs |
| 15 through 19 | 240 hrs (30 days) | 180-210 hrs | 120-150 hrs |
| 20 or more | 264 hrs (33 days) | 198-231 hrs | 132-165 hrs |

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

- C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.
- D. General Leave During First Year: Beginning on the ninetieth (90th) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi-monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

- E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

| <u>Years of Service</u> | <u>FT Max. accrual</u> | <u>RPT 30-35</u> | <u>RPT 20-25</u> |
|-------------------------|------------------------|------------------|------------------|
| 1 - 9 | 368 hours (46 days) | 276-322 hrs | 184-230 hrs |
| 10 - 14 | 448 hours (56 days) | 336-392 hrs | 224-280 hrs |
| 15 - 19 | 480 hours (60 days) | 360-420 hrs | 240-300 hrs |
| 20 or more | 528 hours (66 days) | 396-462 hrs | 264-330 hrs |

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

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

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

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

- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.
- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (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:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying 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.

- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the 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 or Human Resources Director or designee based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.
- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury 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 in that fiscal year.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.

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

VI. GENERAL LEAVE CONVERSION TO PAY

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 seventy (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 (0.5) 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 1. This is an irrevocable election by the employee.

VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

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