EXHIBIT A

Memorandum of Understanding

Between

City of Newark

and

Newark Police Association

July 1, 2015

Through

June 30, 2017

Adopted
June 25 2015

TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Representation	1
III.	Definitions	1
IV.	Labor Market	3
V.	Salary Increase	3
VI.	Health and Welfare Program	5
VII.	Uniform Allowance	7
VIII.	Vacation Leave	8
IX.	Sick Leave and Incentive Program	11
X.	Personal Leave	16
XI.	Other Leaves	16
XII.	Holidays	18
XIII.	Elimination of Overlapping Pay Ranges	20
XIV.	Educational Incentive Pay	20
XV.	Overtime	21
XVI.	Minimum Court Time Pay	22
XVII.	Detective On-Call Allowance	24
XVIII.	Use of City Vehicles	24
XIX.	Tuition Fees and Book Costs Reimbursement	24
XX.	Retirement Benefits	26
XXI.	Extension of Military Benefits	30

Section		Page
XXII.	Longevity Pay	31
XXIII.	Special Assignment Pay	31
XXIV.	Safety Training and Equipment	33
XXV.	Per Diem Expense	34
XXVI.	Grievance Procedure	34
XXVII.	Work Schedules	36
XXVIII.	Newark Police Association Release Time	39
XXIX.	Authorized Representatives for the Purpose of Administering the Terms and Conditions of this Memorandum of Understanding	40
XXX.	Carry Over Terms	40
XXXI.	Management Rights	40
XXXII.	Implementation of Section 414(h)(2) of the United States Internal Revenue Code	41
XXXIII.	Full Understanding Modification and Waiver	41
XXXIV.	Transfer	42
XXXV.	Promotion	42
XXXVI.	Nondiscrimination	42
XXXVII.	Provision Regarding Americans with Disabilities Act	42
XXXVIII.	Separability	43
ATTACHMENT A	Total Compensation Base for Regular Full-Time and Regular Part-Time Classifications (Effective July 1, 2015, January 1, 2016, & July 1, 2016)	44
ATTACHMENT B	Life Insurance	47

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, 2015 through June 30, 2017.

II. REPRESENTATION

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

III. DEFINITIONS

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

A. "Base Hourly Rate." The term "base hourly rate" shall mean the hourly compensation rate for regular part-time classifications, excluding benefits.

B. "Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, life insurance, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.

C. "Employees". The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Association.

D. "Employer". The term "employer" shall mean the City of Newark.

E. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

F. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical and dental premiums as a before-tax conversion of salary.

G. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Senior Public Safety Clerk, Public Safety Dispatcher, and Red Light Photo Enforcement Technician.

H. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.

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

J. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000 et seq.).

K. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".

L. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.

M. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.

N. "Four-Ten Work Schedule" shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.

O. "3/12 ½ Work Schedule" shall mean a work schedule for full-time Public Safety Dispatchers that equates to 40-hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

P. "160-Hour Work Schedule" shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

Q. "28-Day Work Cycle" for sworn personnel means the Fair Labor Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.

R. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.

S. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.

T. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

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

V. SALARY INCREASE

A. Effective July 1, 2013

1. Market Adjustment

The salary ranges for the classifications represented by the Association shall receive zero percent (0%) increase.

2. General Salary Increase

The salary ranges for all classifications represented by the Association shall be increased zero percent (0%).

B. Effective July 1, 2013

1. Market Adjustment

a. Formula for computing salary adjustments: The salary ranges for all classifications represented by the Association except Public Safety Dispatcher shall be increased by an amount determined by calculating the percent difference between the top step total compensation of the classifications represented by

the Association and the mean of the top step total compensation for labor market (as defined in Section IV) classifications known on a specified date, but effective no later than a specified date.

The following is for illustrative purposes only:

If the mean of the top step total monthly compensation for the labor market was $8,500 for the position of Police Officer, and top step total monthly compensation for the City of Newark classification of Police Officer was $8,400, then $8,500 would be subtracted from $8,400, equaling -$100. Then, -$100 would be divided by $8,400, which equals -0.01190, rounded to the nearest hundred-thousandth. Next, -0.01190 is multiplied by 100 to derive a percent, which is then rounded to the nearest tenth, which in this case equals -1.2%. A negative number indicates the classification is below market, and therefore a market adjustment is needed, which in this case results in a salary increase for Police Officer of 1.2%. If the percentage were to be positive, at or above 0.0%, the classification would not be entitled to a market adjustment.

b. The salary ranges for regular full-time and regular part-time Public Safety Dispatchers shall be increased by an amount determined by calculating the percent difference between the top step total compensation of Public Safety Dispatcher in Newark and two percent (2%) below the mean of the top step total compensation for the labor market (as defined in Section IV) classification of Public Safety Dispatcher or a comparable classification known on May 15, 2013, but effective no later than July 1, 2013. Such percent is to prevent the unintentional change in compensation caused by the additional 7.5 hours required of work to fulfill the 160 hours in the dispatchers' four-week work cycle, which would have otherwise resulted from the additional half-time pay required by FSLA. Further, it is understood by the parties that these hours are part of their regular schedule.

The following is for illustrative purposes only:

If the mean of the top step total monthly compensation for the labor market was $7,000 for the position of Public Safety Dispatcher, and top step total monthly compensation for the City of Newark classification of Public Safety Dispatcher was $6,800, then $7,000 would be subtracted from $6,800, equaling -$200. Then, -$200 would be divided by $6,800 which equals -0.02941, rounded to the nearest hundred-thousandth. Next, -0.02941 is

multiplied by 100 to derive a percent, which is then rounded to the nearest tenth, which in this case equals -2.9%. Two percent (2%) is then added to -2.9%, equaling -0.9%. A negative number indicates the classification is below market, and therefore a market adjustment is needed, which in this case results in a salary increase for Public Safety Dispatcher of 0.9%. If the percentage were to be positive, at or above 0.0%, the classification would not be entitled to a market adjustment.

c. The market adjustment increases in salary for all classifications shall be zero percent (0%). "Total compensation" for survey purposes shall include:

Top step base salary.
That portion of the employee's PERS contribution that is paid by the employer.
The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
Any premiums paid by the employer for life insurance.
Any premiums paid by the employer for long term and/or short term disability.

d. "Total top step compensation" for the City of Newark for survey purposes shall include:

Top step base salary.
That portion of the employee's PERS contribution that is paid by the employer.

2. General Salary Increase

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

a. Effective July 1, 2015, salary increase shall be two percent (2%).
b. Effective January 1, 2016, salary increase shall be two percent (2%).
c. Effective July 1, 2016, salary increase shall be three percent (3%)

VI. HEALTH AND WELFARE PROGRAM

A. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be

the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

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

C. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2015, the City shall provide current employees an additional $128 per month for each eligible NPA employee to the City's cafeteria plan. The $128 monthly contribution may be used by eligible employees to pay for employer offered benefits including medical, dental, and/or vision insurance. In the event that the cost for the selected employer offered medical, dental or vision insurance exceeds $128 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125. Effective January 1, 2016, the City shall provide an additional $122 per month for each eligible NPA employee to the City's cafeteria plan. Effective January 1, 2017, the City shall provide an additional $50 per month for each eligible NPA employee to the City's cafeteria plan.

D. Employees may "cashout" any money not used for the purchase of employer offered benefits under the cafeteria plan. Any "cashout" will be paid to the employee in taxable compensation subject to the following limits:

- Effective July 1, 2015 the maximum "cashout" amount an employee may receive per month is the Minimum Employer Contribution ($122 monthly in 2015) plus an additional $128 per month for a total of $250 monthly in 2015. Effective January 1,

2016, the maximum "cashout" amount an employee may receive per month is the Minimum Employer Contribution ($125 monthly in 2016) plus an additional $250 per month for a total of $375 monthly in 2016. Effective January 1, 2017, the maximum "cashout" amount an employee may receive per month is the Minimum Employer Contribution (to be determined) plus an additional $300 per month.

E. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.

VII. UNIFORM ALLOWANCE

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

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

2. Upon completion of 12 months of continuous active employment or upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of $85.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers and Animal Control Officers shall receive a monthly uniform allowance of $85.

4. If the employment of a Police Officer, Community Service Officer, or Animal Control Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.3.above shall be returned to the City.

5. The City shall, upon request, provide two utility uniforms for the

Animal Control Officer. Replacement of the utility uniforms shall not be sooner than five years from date of purchase.

B. Public Safety Clerk, Senior Public Safety Clerk, and Public Safety Dispatcher

1. Upon appointment, Public Safety Clerks, Senior Public Safety Clerks, and Dispatchers will receive four new uniform shirts (polo type).

2. Four new uniform shirts (polo type) will be provided to Public Safety Clerks, Senior Public Safety Clerks, and Public Safety Dispatchers annually.

3. The City maintains the right to discontinue providing uniform shirts at its sole discretion.

C. Motorcycle Duty

Upon approval of the Police Chief, employees assigned to motorcycle duty will be provided one pair of boots, two pairs of trousers, and one leather jacket. The motorcycle apparel shall conform to Police Department standards established by the Police Chief. Replacement of damaged or used apparel shall be at the discretion of the Police Chief. Employees shall either return the leather jackets at the completion of the motorcycle assignment or purchase the jacket issued to the employee from the City at a cost of $250. Duration of motorcycle duty assignments shall be at the discretion of the Police Chief.

VIII. VACATION LEAVE

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

B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.

C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.

1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.

2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.

3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.

4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.

5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.

6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.

D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.

F. The Police Chief shall set the shift work schedules. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration 60 days preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief

G. Regular part-time employees, upon completion of 90 days of continuous

active service shall be eligible to accrue vacation leave hours each month as follows:

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

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 5.836 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

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

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

H. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

I. Notwithstanding any other provision of the MOU, effective January 1, 2017, the maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days. Prior to January 1, 2017, the City will make two excess vacation

balance payouts to current employees who have accumulated vacation leave hours in excess of the January 1, 2017 maximum limit. The first payout will be included in the pay warrant for the pay period ending December 15, 2015. The second payout will be included in the pay warrant for the pay period ending December 31, 2016.

IX. SICK LEAVE AND INCENTIVE PROGRAM

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may use up to six months of annual accrued and available sick leave to care for their sick children, parents, or spouse. Sick leave is expressly not for the purpose of routine medical or dental appointments, personal business, illness of other individuals besides employee's children, parents, domestic partner (as defined by California Family Code Section 297) or spouse, bereavement leave, or any other purpose other than recovery from illness or injury

B. Accrual

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

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

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

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

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

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

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

C. Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

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

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental

appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning his/her daily duties. He/she must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as he/she feels necessary and may require supplemental information from the employee.

3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and his/her full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.

4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee his/her full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.

5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or osteopathy of the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.

6. Whenever the Police Chief has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the Police Chief may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by his/her position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.

7. Absence for illness may not be charged to sick leave not already accumulated by the employee.

8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

E. Sick Leave Incentive Program

To minimize the impact on Police Department operations due to unanticipated absences, a sick leave incentive program is established for regular full-time and regular part-time employees represented by the Newark Police Association. The sick leave incentive program shall be administered as specified in the following provisions of this agreement.

Incentives shall be based on achieving perfect attendance (defined as without use of sick leave) during calendar quarters (January - March, April-June, July - September, October - December).

Incentive payments shall be granted at two levels which shall be Level A: $25.00 per month for full-time employees, $18.75 for 30-35 hour part-time employees, and $12.50 for 20-25 hour part-time employees for a calendar quarter provided an employee had perfect attendance during the previous calendar quarter and Level B: $50.00 per month for full-time employees, $37.50 for 30-35 hour part-time employees, and $25.00 for 20-25 hour part-time employees for a calendar quarter provided an employee had three consecutive calendar quarters of perfect attendance. The following criteria shall be applied in determining eligibility for the two levels of incentive pay.

1. Level A

   a. Employees who have successfully completed nine (9) months of continuous active service in a regular full-time or regular part-time position represented by the Association shall be eligible to earn a sick leave incentive payment after a calendar quarter of perfect attendance.

   b. Employees hired before June 1, 1996 shall be eligible to earn a sick leave incentive payment after completion of six (6) months of continuous active service in a regular full-time position represented by the Association.

c. An employee who works a calendar quarter without the use of sick leave, will receive the applicable Level A monthly incentive pay ($25.00, $18.75, or $12.50) for the succeeding calendar quarter. If any sick leave is used during the calendar quarter, when the employee is receiving the Level A incentive pay, payment of the incentive pay shall cease during the calendar quarter immediately following the one in which the sick leave was used.

2. Level B

a. An employee who works three consecutive calendar quarters without the use of sick leave shall have his/her incentive pay increased to the applicable Level B monthly incentive pay ($50.00, $37.50, or $25.00) for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.

b. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses two days or less of sick leave, the incentive pay shall be reduced to Level A for the calendar quarter immediately following the one in which the sick leave was used.

i. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses no sick leave, the sick leave incentive payment shall be reinstated at Level B for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.

ii. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses any sick leave, the sick leave incentive payment shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.

c. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses more than two days of sick leave, the incentive pay shall cease for the quarter immediately following the one in which the sick leave was used. The employee

must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.

Approved absences due to an accepted City of Newark workers' compensation illness or injury, or certified leave under FMLA, CFRA, PDL, or other protected leaves per state or federal law shall not affect the earning of incentives under this program.

Conversion of sick leave as provided in Section IX of this Memorandum of Understanding shall be considered use of sick leave and shall affect earning of incentives under this program.

X. PERSONAL LEAVE

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

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

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

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

Any Association employee who is required to be absent from his/her employment as the result of military obligations; i.e., military leave, shall

be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional military benefits.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.

2. Jury duty is based on an eight-hour day. If the employee's regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.

3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.

4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

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

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

C. Bereavement Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson,

stepdaughter, sister, brother, mother, father, stepmother, stepfather, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

2. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement leave. Effective July 1, 2010 regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive up to a maximum of 35 hours of bereavement leave. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for the proration. Bereavement leave will be prorated as follows:

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

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher shall receive as compensation in-lieu of holidays an amount equal to 5% of his/her current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her current base pay step.

B. During the term of this agreement the classifications of Community Service Officer, Animal Control Officer, Senior Public Safety Clerk, and Public Safety Clerk, shall be eligible for the following holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr., Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day

- Friday following Thanksgiving Day
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to Department Head approval
- Floating Holiday, to be scheduled subject to Department Head approval.

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

C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.

D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.

E. Effective July 1, 2010 the proration of holiday-in-lieu pay for regular part-time (RPT) employees in the classification of Public Safety Dispatcher will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her regular pay.

F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of

holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year.

XIII. ELIMINATION OF OVERLAPPING PAY RANGES

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

XIV. EDUCATIONAL INCENTIVE PAY

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

A. Effective July 1, 2007, Educational Incentive Pay will be:
P.O.S.T. Intermediate Certificate $385.12 per month
P.O.S.T. Advanced Certificate $563.52 per month
The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

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

B. Effective July 1, 2015, Educational Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate $50.00 per month
P.O.S.T. Advanced Certificate $100.00 per month
The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

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

XV. OVERTIME

A. Regular Full-time Employees

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

B. Regular Part-time Employees

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

C. Compensatory Time Off

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

Compensatory time accrual may be cashed-out for up to 80 hours per fiscal year. Cash out will be in November and April of the fiscal year.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to 280 hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.

2. Regular full-time and regular part-time employees who are called back to work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.

3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.

4. All of the following conditions must be present before a Detective may be called from off duty:

   a. The crime must be one ordinarily assigned to the Detective Division for investigation.

   b. There must be some urgency which requires immediate detective participation.

   c. There must be specific tasks to be performed or specific leads to be followed up which by their nature require the detective's expertise.

   d. The patrol supervisor must approve the call-out.

   e. The detective assigned to the type of crime in question shall be called out, if the above conditions are present. If that detective is not available, any detective who can respond shall be called out.

XVI. MINIMUM COURT TIME PAY

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

scheduled for duty. Scheduled days off does not include sick leave, 4850 leave, leave without pay, or shift trades between employees.

B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.

C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.

D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.

E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.

1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.

2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only his/her industrial leave (4850 leave) pay.

3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.

G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE ON-CALL ALLOWANCE

A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.

B. Effective July 1, 2007, the detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars ($175.00) for each full week (seven day period) assignment.

C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.

D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.

E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

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

B. The City shall establish a fund of $15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed $1,500 per employee per fiscal year.

B. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.

D. An employee may petition his/her Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.

E. Procedure

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary's College bachelor's or graduate programs).

2. Reimbursement shall be made for 100% tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

   Total educational program fees (e.g.: B.S./B.A. degree programs) divided by the total number courses required to obtain the degree will equal the average course fee.

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

approved course.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

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

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

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

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

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

XX. RETIREMENT BENEFITS

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

B. The City shall continue to provide to all sworn Classic Members of the Association a retirement formula known as "3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option.

Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total of 13%.

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

The following example is for illustrative purposes only:

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

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

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

The following is for illustrative purposes only:

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

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

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

In addition to paying the employee rate (currently 11.5%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for NPA Sworn Classic Members, NPA Non-Sworn Classic and NPA Non-Sworn New PEPRA Members), the City agrees to amend its contract for Sworn New PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.

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

Non-sworn members of the Association who were appointed on or after

January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

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

F. Effective July 16, 2006, all Association members' cost sharing contributions will be tax deferred.

G. As negotiated in in 2008, effective July 1, 2009 all Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.

H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.

I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.

K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.

L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or

in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.

B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.

C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.

D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.

E. For purposes of this policy, employees become eligible for the program after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.

F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources

and Finance.

G. An employee voluntarily enlisting for active duty service is not eligible for this program.

H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

A. Effective July 1, 2008 the regular full-time classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

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

Longevity pay is computed on base compensation only. The 5.0% salary increase replaces the 2.5% salary increase upon completion of 20 years of service.

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

- Full-time sworn classifications represented by the City of Newark Police Association, including probationary time;
- Continuous service or service that qualifies under reinstatement procedures; and
- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

A. Field Training

Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Lead Public Safety Dispatcher

A Public Safety Dispatcher assigned by the Police Chief as Lead Public Safety Dispatcher will receive 8% above his/her current salary range.

C. Public Safety Dispatcher Training

Public Safety Dispatchers formally assigned by the Police Chief to train Public Safety Dispatchers as part of a formalized departmental training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday in lieu pay received while performing Public Safety Dispatcher training duties.

D. Acting Sergeant Pay

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

E. Effective July 1, 2006, Police Officers and Sergeants assigned to one of the following positions shall receive special assignment pay of $350 per month:

- School Liaison Officer
- School Resource Officer
- Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

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

G. Regular full-time employees represented by the Association may receive bilingual assignment pay of $75.00 per month. Regular part-time employees scheduled to work 30-35 hours per week may receive bilingual assignment pay of $56 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $38 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures

for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

2. Eligible languages will be determined by the City.

3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

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

B. Firearm

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

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

C. The City will continue to provide uniformed members of the Association the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Vest (Minimum Threat Level 3), and Belt Keepers.

Equipment will be "web gear" style.

XXV. PER DIEM EXPENSE

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

XXVI. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.

B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, he/she/it shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide his/her decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate Department Head.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Department Head shall provide a written decision to the

employee and/or Association.

F. Within ten (10) calendar days of receipt of the Department Head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or his/her designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear his/her attorney's fees.

3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

4. The City and the employee both hold the right to be represented by an attorney or a representative of the employee's union or association.

5. If either of the parties does not accept the decision of the fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

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

include those special assignment positions listed in Section XXIII.E.

B. Animal Control Officer and Community Service Officer

1. Animal Control Officers and Community Service Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives.

2. During any permitted meal periods, Animal Control Officers and Community Service Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher

1. Regular full-time Public Safety Dispatchers shall utilize a work schedule known as "3/12½ Hour Work Schedule" with a paid lunch period. Typically, a Public Safety Dispatcher assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.

2. Regular part-time Public Safety Dispatchers shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.

3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and Senior Public Safety Clerk

1. A standard work schedule for the Public Safety Clerk and Senior Public Safety Clerk shall be 40 hours per week. The normal workweek will be 40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.

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

E. Training

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

2. Canine Officers assigned to a 4/10 work schedule shall schedule canine training during their regular work day as follows:

   - Witmer-Tyson training 2nd and 4th Tuesdays every month. "In-house" training 1st and 3rd Tuesdays.

   - Any changes to the Tuesday training sessions will require a change in the Canine Officers' schedule so that no overtime is incurred for training.

F. Notification of Shift Change

1. Seven calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said seven day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher, the Police Chief will provide a minimum seven day notice of the schedule for the 10-hour day ("pay-back" day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day ("payback" day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in his judgment, such assignment is needed to

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

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.

3. Any Police Officer, Community Service Officer, Public Safety Dispatcher, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.

4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

H. Holiday Work Schedule

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

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at his discretion following a thirty day notice to the Association of the new starting times.

2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.

3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

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

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

A. Management's principal authorized agent shall be the City Manager or his/her duly designated representative except where a particular management representative is otherwise designated.

B. The Association's principal authorized agent shall be the President of the N.P.A. and/or his/her duly designated representative.

XXX. CARRYOVER TERMS

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

XXXI. MANAGEMENT RIGHTS

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

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

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

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

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

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

A. Pick-up of Employee Contributions

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

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

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

C. Limitations to Operability

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

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

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

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

XXXIV. TRANSFER

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

XXXV. PROMOTION

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

XXXVI. NON-DISCRIMINATION

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

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

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

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

XXXVIII. SEPARABILITY

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

Dated: 7/24/15

Ethan Katz, President
Newark Police Association

John Becker
City Manager

Sean Eriksen, Vice President
Newark Police Association

Terrence Grindall
Assistant City Manager

Karl Fredstrom, Treasurer
Newark Police Association

Sandy Abe
Human Resources Director

Lisa Schwerin, Secretary
Newark Police Association

Tim Yeung
Chief Spokesperson

John Noble
Chief Spokesperson

ATTACHMENT A

COMPENSATION BASE FOR NEWARK POLICE ASSOCIATION

July 1, 2015

Classification	Monthly Hourly	Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Officer	M	$5,536	$5,811	$6,102	$6,409	$6,722
	H	$31.94	$33.52	$35.20	$36.97	$38.78
Community Service Officer	M	$5,599	$5,874	*$6,108	$6,483	$6,798
	H	$32.30	$33.89	*$35.24	$37.40	$39.22
Police Officer	M	$7,647	$8,027	$8,429	$8,846	$9,295
	H	$44.12	$46.31	$48.63	$51.03	$53.62
Police Records Supervisor	M	$6,062	$6,365	$6,683	$7,016	$7,366
	H	$34.97	$36.72	$38.56	$40.48	$42.50
Police Sergeant	M	$9,099	$9,550	$10,028	$10,524	$11,058
	H	$52.49	$55.10	$57.85	$60.72	$63.80
Public Safety Clerk	M	$5,269	$5,529	$5,809	$6,104	$6,407
	H	$30.40	$31.90	$33.51	$35.22	$36.96
Public Safety Dispatcher	M	$6,283	$6,600	$6,929	$7,278	$7,640
	H	$36.25	$38.08	$39.97	$41.99	$44.08
Red Light Photo Enforcement Technician	M	$5,373	$5,642	$5,924	$6,220	$6,531
	H	$31.00	$32.55	$34.18	$35.88	$37.68

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

* After the City Council adopted this Agreement, City staff discovered clerical errors in this "Attachment A," specifically Step 3 for "Community Service Officer" does not reflect the pay increase that is contained in the operative language of this Agreement. Pursuant to Section V(B)(2), salary ranges for all classifications of employees represented by the Association shall be increased by two percent (2%) effective July 1, 2015, two percent (2%) effective January 1, 2016, and three percent (3%) effective July 1, 2016. Additionally, as indicated in Section II of this Agreement, the purpose of "Attachment A" is for the City to recognize the Association as the majority representative for the listed classifications. Itemization of the "Steps" and corresponding pay is for illustrative purposes only and has no bearing on the operative language of this Agreement.

Accordingly, Step 3 for "Community Service Officer" should read as follows:

On page 44 (salary as of July 1, 2015): $6,169 per month ($35.59/hour);

On page 45 (salary as of January 1, 2016): $6,292/month ($36.30/hr); and

On page 46 (salary as of July 1, 2016): $6,481/month ($37.39/hr).

These corrected amounts reflect the corresponding pay increase contained in Section V(B)(2).

January 1, 2016

Classification	Monthly Hourly	Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Officer	M	$5,647	$5,927	$6,224	$6,537	$6,856
	H	$32.58	$34.19	$35.91	$37.71	$39.55
Community Service Officer	M	$5,711	$5,991	*$6,230	$6,613	$6,934
	H	$32.95	$34.56	*$35.94	$38.15	$40.00
Police Officer	M	$7,800	$8,188	$8,598	$9,023	$9,481
	H	$45.00	$47.24	$49.60	$52.06	$54.70
Police Records Supervisor	M	$6,183	$6,492	$6,817	$7,156	$7,513
	H	$35.67	$37.45	$39.33	$41.28	$43.34
Police Sergeant	M	$9,281	$9,741	$10,229	$10,734	$11,279
	H	$53.54	$56.20	$59.01	$61.93	$65.07
Public Safety Clerk	M	$5,374	$5,640	$5,925	$6,226	$6,535
	H	$31.00	$32.54	$34.18	$35.92	$37.70
Public Safety Dispatcher	M	$6,409	$6,732	$7,068	$7,424	$7,793
	H	$36.97	$38.84	$40.78	$42.83	$44.96
Red Light Photo Enforcement Technician	M	$5,480	$5,755	$6,042	$6,344	$6,662
	H	$31.62	$33.20	$34.86	$36.60	$38.43

Monthly salaries based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU. *$6,292/month ($36.30/hr)

July 1, 2016

Classification	Monthly / Hourly	Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Officer	M	$5,816	$6,105	$6,411	$6,733	$7,062
	H	$33.55	$35.22	$36.99	$38.84	$40.74
Community Service Officer	M	$5,882	$6,171	*$6,417	$6,811	$7,142
	H	$33.93	$35.60	*$37.02	$39.29	$41.20
Police Officer	M	$8,034	$8,434	$8,856	$9,294	$9,765
	H	$46.35	$48.66	$51.09	$53.62	$56.34
Police Records Supervisor	M	$6,368	$6,687	$7,022	$7,371	$7,738
	H	$36.74	$38.58	$40.51	$42.52	$44.64
Police Sergeant	M	$9,559	$10,033	$10,536	$11,056	$11,617
	H	$55.15	$57.88	$60.78	$63.78	$67.02
Public Safety Clerk	M	$5,535	$5,809	$6,103	$6,413	$6,731
	H	$31.93	$33.51	$35.21	$37.00	$38.83
Public Safety Dispatcher	M	$6,601	$6,934	$7,280	$7,647	$8,027
	H	$38.08	$40.00	$42.00	$44.12	$46.31
Red Light Photo Enforcement Technician	M	$5,644	$5,928	$6,223	$6,534	$6,862
	H	$32.56	$34.20	$35.90	$37.70	$39.59

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

*$6,481/month ($37.39/hr)

ATTACHMENT B

Life Insurance

The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a $20,000 life insurance policy.