MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK POLICE MANAGEMENT ASSOCIATION

JULY 1, 2019

THROUGH

JUNE 30, 2022

Adopted: July 11, 2019

Resolution No. 10960

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

I. TERM

This agreement shall be in effect from July 1, 2019 through July 1, 2022.

II. RECOGNITION

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

Police Captain
Police Lieutenant
Communications Supervisor
Community Engagement Manager

III. DEFINITIONS

For purposes of this Memorandum of Understanding ("MOU" or "Agreement"), unless the context otherwise requires, the following definitions in this Agreement shall apply:

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

B. "Employer" shall mean the City of Newark.

C. "Non-sworn" refers to those personnel occupying the classifications of Communications Supervisor and Community Engagement Manager.

D. "Sworn" refers to personnel occupying classifications of Police Captain and Police Lieutenant.

IV. COMPENSATION

Employees shall be compensated pursuant to the Newark Police Management Association Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The NPMA classifications that are participating in the Newark Police Management Association Pay Plan are

those listed below:

Classification	Range
Communications Supervisor	10
Community Engagement Manager	10
Police Captain	22
Police Lieutenant	19

Effective July 1, 2019, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2020, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2021, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

V. WORKING HOURS

A. Full-time employees work 40 hours per week and as necessary. The City Manager may revise the standard work schedule upon reasonable notice.

B. Sworn employees work a Four-Ten (4/10) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work ten (10) hours per day for four (4) days in one week.

C. Non-sworn employees work a Nine-Eighty (9/80) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one day of eight (8) hours in one week (for a total of 44 hours) and then nine (9) hours per day for four (4) days in the next week (for a total of 36 hours).

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

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

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

1. There is two weeks advance notice to payroll,

2. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year,

3. Payments begin no later than January 1 of the fiscal year, and

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

G. Communications Supervisors and Community Engagement Managers will normally be assigned to a Four-Ten (4/10) schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives. Alternatives to the work schedules outlined above will be subject to the approval of the City Manager.

VI. LABOR MARKET

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

The survey is for purposes of study and negotiations and shall not trigger any automatic adjustments.

"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 (employee contributions to the employer's PERS costs shall be reflected as a negative number).
- The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
- Any premiums paid by the employer for life insurance.
- Any premiums paid by the employer for long term and/or short term disability.

For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes the items above and adds the following:

- The maximum amount paid by the employer for educational achievements or POST certificates.
- The maximum number of holiday hours or holiday pay provided by the employer.

VII. ACTING/SPECIAL ASSIGNMENT PAY

A. Employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of $75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

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

2. Eligible languages will be determined by the City.

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

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

VIII. RETIREMENT

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

B. The City shall continue to provide to all sworn Classic employees a retirement formula known as "3% at 50" together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 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 pre-tax contribution of 13%.

Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 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, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the sworn Classic 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 sworn Classic members' rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

C. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 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 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 Classic non-sworn 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 non-sworn Classic 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 non-sworn Classic 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 employees 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 employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 12%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 16%. 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 13.5% rather than a current total of 16% (and CalPERS approves the provisions described herein for Sworn Classic Members, Non-Sworn Classic and Non-Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 12%, in this example sworn PEPRA Members would pay the 12% employee rate plus an additional 4% for a total of 16%.

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

Non-sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 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 pay (currently 3.468%) for a current total of 9.718%.

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

IX. HEALTH AND WELFARE

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.

Effective for the 2020 plan year, the City shall contribute to eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $844
Employee + 1 Dependent: $1,687
Employee + 2 or more Dependents: $2,228

Effective for the 2021 plan year, the City shall contribute to eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $861
Employee + 1 Dependent: $1,721
Employee + 2 or more Dependents: $2,273

Effective for the 2022 plan year, the City shall contribute to eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

C. Cash Back / Cash In Lieu of Benefits: Employees may "cashout" up to $450 per month of any money not used for the purchase of employer offered benefits. Any "cashout" will be paid to the employee in taxable compensation.

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

X. LIFE INSURANCE

The City will provide City-paid life insurance coverage of $20,000 to each employee. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

XI. UNIFORM MAINTENANCE AND PROVISION OF UNIFORMS

Sworn employees designated as public safety shall receive a uniform maintenance allowance of $100.00 per month.

XII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

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

B. Plan and Agreement for a College Degree Program

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

2. If an employee receives more than $5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

    a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

    b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

        i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

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

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

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

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

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

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

XIII. RECREATION BENEFITS

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

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

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

Regular part-time employees will receive prorated holiday, general, and

bereavement leave accruals based on eligibility to receive leave and the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XV. MANAGEMENT LEAVE

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

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

XVI. GENERAL LEAVE

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

XVII. SICK LEAVE

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

XVIII. BEREAVEMENT LEAVE

Regular full-time employees 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, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XV and listed below:

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

XIX. HOLIDAYS

A. The following days shall be recognized as municipal holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans 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 approval by the Chief of Police
- Floating Holiday, to be scheduled subject to approval by the Chief of Police

Regular full-time non-sworn employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday. Regular part-time non-sworn employees will receive prorated holiday pay pursuant to Section XIV Proration Of Holiday, General, And Bereavement Leave Accruals For Regular Part-Time Employees (RPT).

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

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. An employee must be employed in a classification covered by this MOU on his/her birth date to be eligible for the birthday holiday during that fiscal year.

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

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

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

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

B. Public Safety Management

Regular full-time sworn employees in the classification of Police Captain and Police Lieutenant shall receive as compensation in-lieu of holidays an amount equal to 5.0% of regular pay, to be paid each pay period. (See Section XIX. A. for complete list of holidays.)

C. Regular Part-Time Employees

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

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

XX. 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 Chief of Police.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Chief of Police shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the decision of the Chief of Police, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or 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.

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

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of

the United States. Such contributions are being made by the City in lieu of employee contributions.

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

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

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

B. Wage Adjustment

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

C. Limitations to Operability

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

XXII. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights 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.

Dated: 8-8-19

David J. Benoun
City Manager

Jonathan Arguello, President
Newark Police Management Association

Chomnan Loth, Vice President
Newark Police Management Association

Jolie Macias, Secretary/Treasurer
Newark Police Management Association

ATTACHMENT A

PAY PLAN

This Newark Police Management Association Pay Plan applies to all employees.

I. POLICY

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

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

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Newark Police Management Association Pay Plan and will report on such administration annually or more often, as requested. The Police Chief is responsible for recommending to the City Manager salary adjustments for employees who are covered by the Plan.

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

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

III. BASIC PLAN ELEMENTS

A. Structure. The Newark Police Management Association Pay Plan consists of four (4) salary ranges. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to

recognize varying levels of performance. All classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. Performance Appraisal. All employees shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments shall be based on performance. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The Chief of Police will make a recommendation based on the employee's performance appraisal for any salary adjustments to the City Manager.

C. Adjustments based on Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

D. Meritorious Performance Adjustment. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is beyond a satisfactory level. A meritorious performance adjustment would be in addition to any adjustment based on range movement. For each fiscal year during the term of this MOU, such an increase shall be up to two percent (2%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

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

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

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

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

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

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

2. Competitive labor market conditions warrant an adjustment.

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

ATTACHMENT B

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 2019

Salary Range	Minimum	Maximum
1	4,615	6,691
2	4,846	7,029
3	5,088	7,381
4	5,343	7,745
5	5,609	8,135
6	5,893	8,543
7	6,184	8,969
8	6,498	9,417
9	6,819	9,885
10	7,160	10,383
11	7,519	10,903
12	7,896	11,448
13	8,291	12,019
14	8,706	12,619
15	9,138	13,254
16	9,597	13,914
17	10,077	14,609
18	10,579	15,341
19	11,108	16,106
20	11,665	16,912
21	12,245	17,758
22	12,860	18,651
23	13,505	19,578
24	14,179	20,557
25	14,888	21,590
26	15,632	22,666
27	16,412	23,800
28	17,234	24,986
29	18,097	26,237
30	19,001	27,550

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 2020

Salary Range	Minimum	Maximum
1	4,684	6,791
2	4,918	7,134
3	5,165	7,492
4	5,423	7,862
5	5,693	8,257
6	5,981	8,671
7	6,277	9,103
8	6,596	9,558
9	6,921	10,033
10	7,267	10,539
11	7,632	11,067
12	8,014	11,620
13	8,415	12,199
14	8,836	12,809
15	9,275	13,453
16	9,741	14,122
17	10,228	14,828
18	10,738	15,571
19	11,275	16,348
20	11,840	17,166
21	12,429	18,025
22	13,053	18,930
23	13,707	19,872
24	14,391	20,865
25	15,111	21,914
26	15,866	23,006
27	16,658	24,157
28	17,492	25,361
29	18,369	26,630
30	19,286	27,963

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 2021

Salary Range	Minimum	Maximum
1	4,755	6,893
2	4,992	7,241
3	5,242	7,604
4	5,504	7,980
5	5,778	8,381
6	6,071	8,801
7	6,371	9,240
8	6,694	9,702
9	7,025	10,184
10	7,376	10,697
11	7,746	11,233
12	8,134	11,794
13	8,541	12,382
14	8,969	13,001
15	9,414	13,654
16	9,887	14,334
17	10,381	15,050
18	10,899	15,804
19	11,444	16,593
20	12,018	17,423
21	12,615	18,295
22	13,249	19,214
23	13,913	20,170
24	14,607	21,178
25	15,338	22,243
26	16,104	23,351
27	16,908	24,519
28	17,755	25,741
29	18,644	27,030
30	19,575	28,383

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

ATTACHMENT C

GENERAL LEAVE PLAN

I. DEFINITION

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

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees. Regular part-time employees shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An employee with one year of City service who works 24 hours per week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

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

III. GENERAL LEAVE CREDITS

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

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

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

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

General Leave credits.

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

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

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

F. Regular Part-Time Employees

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

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

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

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

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a

quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

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

IV. GENERAL LEAVE IMPLEMENTATION

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

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

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

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

V. GENERAL LEAVE USAGE

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

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Police Chief, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Police Chief with due regard

for the wishes of the employee and particular regard for the needs of the City.

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

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

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

E. Medical examination by the City's examining physician may be requested by the Police Chief after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Police Chief or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

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

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently

incapacitated from returning to employment and is eligible for disability retirement.

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

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

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

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

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: A regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

B. The City Manager and City Attorney may request at any time during the fiscal year to receive pay for up to eighty (80) hours of General Leave in hourly increments at the current hourly salary rate.

VII. GENERAL LEAVE AT TERMINATION

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

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

VIII. HOLIDAYS DURING GENERAL LEAVE

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

CITY OF NEWARK, CALIFORNIA

To: Newark Police Management Associate (NPMA) Executive Board

From: David Benoun, City Manager
Kris Kokotaylo, Interim City Attorney
Helen Que-Garcia, Acting Human Resources Director

Date: August 16, 2019

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019-June 30, 2022 Memorandum of Understanding (MOU). The City and NPMA agree to amend Section IX of the MOU to add Section IX.E as follows:

IX. **Health and Welfare**

E. All regular full-time employees in the Association are eligible for an allowance of up to $100 per month towards the cost of health care premiums, long-term disability premiums, or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Association are eligible for an allowance of up to $75 for 30-35 hour employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of $100 per month for full time employees, up to a maximum of $75 for regular part-time 30-35 hour employees and up to a maximum of $50 for regular part-time 20-25 hour employees.

2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be $33.00 and the maximum quarter reimbursement allowance is $300.00 for full time employees, $225 for regular part-time 30-35 hour employees and $150 for regular part-time 20-25 hour employees.

3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long-term disability premiums, or health care expenses. During a leave of absence without pay, an employee is not eligible to receive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had

continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.

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

5. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis if the employee qualified for the Health Benefit. To qualify for pro-rata pay, the employee must serve 50 percent of the working days in the month to qualify for the $100 benefit.

All other provisions in the MOU remain in effect.

Dated: 9-18-19

For the City of Newark:

David J. Benoun
City Manager
3345126.1

For the Newark Police Management Association:

Jonathan Arguello, President
Newark Police Management Association

CITY OF NEWARK, CALIFORNIA

To: Newark Police Management Association (NPMA) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: May 14, 2020

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019-June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter is to address changed conditions as a result of the COVID-19 pandemic. This side letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

- On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

- On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.

The City has made modifications to activity and services in response to the SIP, the emergency declarations and the COVID-19 pandemic. The City granted employees that were unable to

perform their regular duties emergency paid administrative leave beginning March 17, 2020 ("EPAL").

The City and NPMA agree to the following.

- **Use of Federal Leaves**: Beginning April 30, 2020, the City stopped providing EPAL. The City is making up to 80 hours of Emergency Paid Sick Leave available to members of NPMA through December 31, 2020 provided that the member meets the eligibility requirements for the program as established by federal law.

- **Temporary Suspension of Maximum General Leave Accrual**: The maximum accumulation of general leave credits identified in Attachment C, Sections III.E and III.G of the MOU are temporarily suspended for any excess general leave credits accumulated March 16, 2020 through March 15, 2021. Members of NPMA will have until March 15, 2022 to utilize any excess general leave hours pursuant to the MOU. Any excess general leave accruals remaining on March 16, 2022 will be cashed out on the first pay period following the pay period including March 16, 2022.

- **Extended Time to Use Certain Leave**: Section XV of the MOU provides that management leave must be used within a fiscal year and Section XIX of the MOU provides that birthday and floating holiday must be used within the fiscal year and cannot be carried over from one fiscal year to another. In recognition of the fact that members of NPMA may not be able to utilize management leave, birthday holiday, or floating holiday during fiscal year 2019-2020, management leave, birthday holiday, and floating holiday balances that are not used during fiscal year 2019-2020 can be carried over and used during fiscal year 2020-2021 pursuant to the MOU. Management leave, birthday holiday, and floating holiday balances carried over from fiscal year 2019-2020 must be used prior to the end of fiscal year 2020-2021.

- **Employees That Did Not Use EPAL**: Members of NPMA that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NPMA are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that a member of NPMA used. For example, if a full time employee member of NPMA partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NPMA that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

Dated: 6-18-20

For the City of Newark:

David J. Benoun, City Manager

For the Newark Police Management Association:

Jonathan Arguello, President

CITY OF NEWARK, CALIFORNIA

To: Newark Police Management Association (NPMA) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: June 25, 2020

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019-June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter is to address changed circumstances as a result of significant economic impacts and impacts to the City's budget and financial circumstances due to the COVID-19 pandemic. This side letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

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On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.

The SIP has prevented a number of businesses from operating within the City and prevented the City from operating community programs, resulting in a significant decline in sales tax revenue, transient occupancy tax revenue, and revenue from City fees. As of the date of the side letter, the City projects deficits of greater than $7 million for fiscal years 20/21 and 21/22.

As a result of the severe fiscal impacts to the City, the City and NPMA agree to eliminate the total compensation increase of 1.5% scheduled for July 1, 2020.

The City and NPMA agree to the following amendments to the MOU with revisions in redline:

- **Section IV of MOU:**

IV. COMPENSATION

Employees shall be compensated pursuant to the Newark Police Management Association Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The NPMA classifications that are participating in the Newark Police Management Association Pay Plan are those listed below:

Classification	Range
Communications Supervisor	10
Community Engagement Manager	10
Police Captain	22
Police Lieutenant	19

Effective July 1, 2019, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2021~~0~~, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

~~Effective July 1, 2021, the total compensation salary ranges for employees shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.~~

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

- **Attachment B of MOU:**

ATTACHMENT B

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Management Association Employees

Effective July 1, 2019

Salary	Minimum	Maximum
1	4,615	6,691
2	4,846	7,029
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9	6,819	9,885
10	7,160	10,383
11	7,519	10,903
12	7,896	11,448
13	8,291	12,019
14	8,706	12,619
15	9,138	13,254
16	9,597	13,914
17	10,077	14,609
18	10,579	15,341
19	11,108	16,106
20	11,665	16,912
21	12,245	17,758
22	12,860	18,651
23	13,505	19,578
24	14,179	20,557
25	14,888	21,590
26	15,632	22,666
27	16,412	23,800
28	17,234	24,986
29	18,097	26,237
30	19,001	27,550

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 2021~~0~~

Salary	Minimum	Maximum
1	4,684	6,791
2	4,918	7,134
3	5,165	7,492
4	5,423	7,862
5	5,693	8,257
6	5,981	8,671
7	6,277	9,103
8	6,596	9,558
9	6,921	10,033
10	7,267	10,539
11	7,632	11,067
12	8,014	11,620
13	8,415	12,199
14	8,836	12,809
15	9,275	13,453
16	9,741	14,122
17	10,228	14,828
18	10,738	15,571
19	11,275	16,348
20	11,840	17,166
21	12,429	18,025
22	13,053	18,930
23	13,707	19,872
24	14,391	20,865
25	15,111	21,914
26	15,866	23,006
27	16,658	24,157
28	17,492	25,361
29	18,369	26,630
30	19,286	27,963

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

~~SALARY SCHEDULE~~
~~COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS~~
~~Newark Police Management Association Employees~~

~~Effective July 1, 2021~~

~~Salary~~	~~Minimum~~	~~Maximum~~
~~1~~	~~4,755~~	~~6,893~~
~~2~~	~~4,992~~	~~7,241~~
~~3~~	~~5,242~~	~~7,604~~
~~4~~	~~5,504~~	~~7,980~~
~~5~~	~~5,778~~	~~8,381~~
~~6~~	~~6,071~~	~~8,801~~
~~7~~	~~6,371~~	~~9,240~~
~~8~~	~~6,694~~	~~9,702~~
~~9~~	~~7,025~~	~~10,184~~
~~10~~	~~7,376~~	~~10,697~~
~~11~~	~~7,746~~	~~11,233~~
~~12~~	~~8,134~~	~~11,794~~
~~13~~	~~8,541~~	~~12,382~~
~~14~~	~~8,969~~	~~13,001~~
~~15~~	~~9,414~~	~~13,654~~
~~16~~	~~9,887~~	~~14,334~~
~~17~~	~~10,381~~	~~15,050~~
~~18~~	~~10,899~~	~~15,804~~
~~19~~	~~11,444~~	~~16,593~~
~~20~~	~~12,018~~	~~17,423~~
~~21~~	~~12,615~~	~~18,295~~
~~22~~	~~13,249~~	~~19,214~~
~~23~~	~~13,913~~	~~20,170~~
~~24~~	~~14,607~~	~~21,178~~
~~25~~	~~15,338~~	~~22,243~~
~~26~~	~~16,104~~	~~23,351~~
~~27~~	~~16,908~~	~~24,519~~
~~28~~	~~17,755~~	~~25,741~~
~~29~~	~~18,644~~	~~27,030~~
~~30~~	~~19,575~~	~~28,383~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.~~

Dated: _____

For the City of Newark:

_____
David J. Benoun, City Manager

For the Newark Police Management Association:

_____
Jonathan Arguello, President

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