



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, July 13, 2017

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 22, 2017. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Introduction of Employee.

 - C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 95th Anniversary. (PROCLAMATION)

- D. WRITTEN COMMUNICATIONS
 - D.1 Advice of Action taken by the Planning Commission to uphold the Community Development Director's approval of a single-family design review, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street – from Associate Planner Mangalam. (REVIEW OPTIONAL)

- E. PUBLIC HEARING
 - E.1 Hearing to consider a text amendment to Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process – from Deputy Community Development Director Interiano. (INTRODUCTION OF ORDINANCE)

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.4 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Authorization for the City Manager to sign Task Order No. 14 to the Joint Powers Agreement with the City of Fremont for Case Management services – from Recreation and Community Services Director Zehnder. (RESOLUTION)**
- F.2 Approval of plans and specifications, acceptance of bid and award of contract to Pavement Coatings Company for the 2017 Street Slurry Seal Program, Project 1142 – from Associate Civil Engineer Tran. (MOTION)(RESOLUTION)**
- F.3 Approval of Contractual Services Agreements with Hexagon Transportation Consultants, Inc. and Omni-Means, Ltd. for Traffic Engineering and Transportation Planning Services and authorization to amend the 2016-2018 Biennial Budget and Capital Improvement Plan for fiscal year 2017-2108 to provide additional funding for said Contractual Services Agreements – from Assistant City Engineer Imai. (RESOLUTION)**
- F.4 Approval of specifications, acceptance of bid, and award of contract to Bayside Heating and Air Conditioning, Inc., for Silliman Activity Center – HVAC Unit Replacements, Project 1152, with commissioning by Syserco, Inc. – from Maintenance Supervisor Connolly. (MOTION)(RESOLUTION)**

NONCONSENT

- F.5 Approval of the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA); and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group – from Human Resources Director Abe. (RESOLUTIONS-4)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

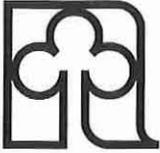
Approval of Audited Demands for the City Council meeting of July 13, 2017. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, July 13, 2017

CITY COUNCIL:

Alan L. Nagy, Mayor
Mike Bucci, Vice Mayor
Luis L. Freitas
Sucy Collazo
Michael K. Hannon

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Soren Fajeau
Public Works Director

Michael Carroll
Police Chief

David Zehnder
Recreation and Community Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

- | | |
|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached **Agenda** gives the **Background/Discussion** of agenda items. Following this section is the word **Attachment**. Unless "none" follows **Attachment**, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled **Update**, which will state what the Planning Commission's action was on that particular item. **Action** indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

Minutes

Thursday, June 22, 2017

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:34 p.m. Present were Council Members Hannon, Collazo, Freitas, and Vice Mayor Bucci.

B. MINUTES

B.1 Approval of Minutes of the special City Council meeting of May 30, 2017 and the regular City Council meeting of June 8, 2017. MOTION APPROVED

Council Member Collazo moved, Council Member Bucci seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced recently promoted Police Department employees: Captain Jonathan Arguello, Captain Chomnan Loth, Lieutenant Jolie Macias, Lieutenant Vince Kimbrough, Sergeant Brian Simon, and Sergeant Shannon Todd.

C.2 Commending Police Chief James Leal on his retirement.

Mayor Nagy presented a commendation to Police Chief James Leal who is retiring after 32 years of public service.

At 7:53 p.m. Mayor Nagy called for a recess; at 8:00 p.m. the meeting resumed.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

City Manager Becker announced that due to property ownership within Landscaping and Lighting Districts 10 and 11 Vice Mayor Collazo will need to recuse from public hearings E.1 and E.2. In order to expedite the public hearing process, he requested that the City Council consider public hearings E.1-E.2 concurrently after Council Member Collazo has exited the chambers and then hold E.3 - E.12 concurrently after Council Member Collazo returns. The City Council concurred with this suggestion.

Council Member Collazo exited the City Council Chambers.

- E.1 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10. RESOLUTION NO. 10646**
- E.2 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11. RESOLUTION NO. 10647**

At 8:01 p.m. Mayor Nagy opened public hearings E.1 through E.2 Landscaping and Lighting District Nos. 10 and 11 simultaneously.

No one came forward to speak.

At 8:02 p.m. Mayor Nagy closed public hearings E.1 through E.2, Landscaping and Lighting District Nos. 10 and 11 simultaneously.

Council Member Hannon stated that District No. 10 does not have an assessment and requested that staff review the property to ensure that it is maintained at an appropriate level. He requested that staff report back to council on the conditions next year.

Council Member Hannon moved, Vice Mayor Bucci seconded, to approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District Nos. 10 and 11 for the 2017-2018 fiscal year. The motion passed, 4 AYES, 1 RECUSED (Collazo).

Council Member Collazo returned to the City Council Chambers.

- E.3 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 1. RESOLUTION NO. 10648**

At 8:06 p.m. Mayor Nagy opened public hearings E.3 through E.12 Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17 and 18 simultaneously.

No one came forward to speak.

At 8:07 p.m. Mayor Nagy closed public hearings E.3 through E.12, Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17 and 18 simultaneously.

Council Member Freitas moved, Council Member Collazo seconded, to approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17 and 18 for the 2017-2018 fiscal year. The motion passed, 5 AYES.

- E.4 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 2. RESOLUTION NO. 10649
- E.5 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 4. RESOLUTION NO. 10650
- E.6 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 6. RESOLUTION NO. 10651
- E.7 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 7. RESOLUTION NO. 10652
- E.8 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 13. RESOLUTION NO. 10653
- E.9 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 15. RESOLUTION NO. 10654
- E.10 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 16. RESOLUTION NO. 10655
- E.11 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 17. RESOLUTION NO. 10656
- E.12 Hearing to consider annual levy of assessment in conjunction with
Landscaping and Lighting District No. 18. RESOLUTION NO. 10657
- E.13 Hearing to consider adoption of Master Fee Schedule for Fiscal Year
2017-2018. RESOLUTION NO. 10658

City Manager Becker gave the staff report recommending approval of the revisions to the Master Fee Schedule.

Mayor Nagy opened the public hearing at 8:09 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 8:10 p.m.

Vice Mayor Bucci moved, Council Member Collazo seconded to by resolution, amend the Master Fee Schedule for Fiscal Year 2017-2018. The motion passed, 5 AYES.

- E.14 Hearing to consider a planned unit development and a conditional use permit, for a two-day night market special event to be held on July 7 and 8, 2017, in the NewPark Mall parking lot (APN: 901-0111-025). NewPark Mall is bounded, generally, to the north by Mowry Avenue, to the west by Cedar Boulevard, to the south by Balentine Drive, and to the east by Interstate 880 (Nimitz Freeway). RESOLUTION NO. 10659**

City Manager Becker stated that the Bay Area Night Market is an open air market hosting local food vendors and small businesses. They would like to hold the event in the NewPark Mall Parking Lot on July 7 and 8, 2017.

Mayor Nagy opened the public hearing at 8:12 p.m.

Ms. Ria Abellera, said that she had read the resolution and agreed to the conditions.

Mayor Nagy closed the public hearing at 8:14 p.m.

Vice Mayor Bucci moved, Council Member Collazo seconded to by resolution, with Exhibit A, approve P-17-11, a planned unit development, and U-17-12, a conditional use permit to allow for a two-day night market special event to be held on July 7 and 8, 2017, in the NewPark Mall parking lot (APN: 901-0111-025). The motion passed, 5 AYES.

F. CITY MANAGER REPORT

Council Members Hannon removed F.7 from the consent calendar for separate consideration.

Council Member Freitas moved, Council Member Collazo seconded, to approve Consent Calendar Items F.1 through F.6 and F.8 through F.10, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Adoption of the City of Newark's Framework for Green Infrastructure Plan Development. RESOLUTION NO. 10660**

- F.2 Authorization for the City Manager to sign Task Order No. 13 to the Joint Powers Agreement with the City of Fremont for Paratransit Services.**
RESOLUTION NO. 10661
- F.3 Approval of Investment Policy.** **RESOLUTION NO. 10662**
- F.4 Authorization for the Mayor to sign a three-year cooperation agreement for fiscal years 2018-2020 with Alameda County for participation in the Alameda County Urban County for the Community Development Block Grant (CDBG) Program.**
RESOLUTION NO. 10663
CONTRACT NO. 17016
- F.5 Authorization for the purchase of two (2) 2017 Toyota Siennas as replacement vehicles for the Police Department from Freeway Toyota and outfitting by Telepath.** **RESOLUTION NO. 10664**
- F.6 Approval of plans and specifications, acceptance of bid, award of contract for the Base Bid and Additive Alternate Bid No. 2 to G. Bortolotto & Company, Inc. for Enterprise Drive Complete Streets and Road Diet, Project 1066, and amendment of the 2016-2018 Biennial Budget for Fiscal Year 2017-2018.**
MOTION APPROVED
RESOLUTION NO. 10665
CONTRACT NO. 17017
- F.8 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2016-2017 for General Revisions.** **RESOLUTION NO. 10666**
- F.9 Establishment of the Fiscal Year 2017-2018 Appropriations Limit.**
RESOLUTION NO. 10667
- F.10 Approval of plans and specifications, acceptance of bid, and award of contract to G. Bortolotto & Company, Inc. for the 2017 Asphalt Concrete Street Overlay Program, Project 1141.**
MOTION APPROVED
RESOLUTION NO. 10668
CONTRACT NO. 17018

NONCONSENT

- F.7 Approval of Contractual Services Agreements with various consultants for Building Inspection and Plan Check Services, Fuel Supply, Geologic and Geotechnical Engineering Services, and Traffic Signal and Street Light Maintenance. RESOLUTION NO. 10669**
CONTRACT NO. C17019 4 LEAF, Inc.
CONTRACT NO. C17020 Bureau Veritas North America, Inc.
CONTRACT NO. C17021 CEL Consulting, Inc.
CONTRACT NO. C17022 TRB & Associates, Inc.
CONTRACT NO. C17023 Bosco Oil, Inc. dba Valley Oil Company
CONTRACT NO. C17024 Cal Engineering & Geology, Inc.
CONTRACT NO. C17025 Cotton Shires and Associates, Inc.
CONTRACT NO. C17026 Cal West Lighting & Signal Maintenance, Inc.
CONTRACT NO. C17027 St. Francis Electric, LLC

Council Member Hannon requested that future staff reports include an explanation of the benefits of contracting for these types of services.

Council Member Hannon moved, Vice Mayor Bucci seconded to approve Contractual Service Agreements with various consultants for Building Inspection and Plan Check Services, Fuel Supply, Geologic and Geotechnical Engineering Services, and Traffic Signal and Street Light Maintenance. The motion passed, 5 AYES.

- F.11 Approval of Citywide Parks Master Plan. RESOLUTION NO. 10670**

Assistant City Manager Grindall stated that the Citywide Parks Master Plan identified improvements that would cost over \$34 million dollars. Four priority projects have been identified, that the consultant will highlight in the presentation. Staff estimates the total cost for these priority projects at \$7,000,000. Staff will request a budget amendment, at a future meeting, for those four projects. He noted that language was added to the Master Plan, at the Planning Commission meeting, stating that the sports fields will be evaluated for a possible dirt baseball infield, as those individual projects are developed.

Barbara Lundburg RHAA Landscape Architects gave a presentation on the planning process and community involvement in the creation of the Master Plan

Lauren Ivey, Project Manager stated that the priority projects identified in the Master Plan were: the Birch Grove Park Dog Park, the Newark Community Park Dog Park, Sportsfield All- Weather Turf Fields and Updated Pedestrian Pathway, and the Sportsfield Park Skate Park

Council Member Hannon requested that staff reach out to the community to ensure that non-traditional recreation needs are being met, periodically bring the Master Plan back to Council for review, consider installing cameras at the skatepark as a graffiti deterrent, and review the park impact fee numbers in the Master Plan to insure they capture true revenue.

Vice Mayor Bucci requested that an increase in bathrooms and water fountain repairs be considered for the parks. City Manager Becker stated that the public bathrooms tend to attract problem behavior and staff will look at creative solutions.

Cher Trickel, Newark National Little League Treasurer, spoke in favor of making baseball fields a priority.

Andrew Trickel, Newark National Little League, spoke in favor of making baseball fields a priority.

William Moore Newark National Little League Safety Officer, spoke in favor of making baseball fields a priority.

Ms. Trickel read a speech from Michelle Padilla (on file with City Clerk) who requested 2 dirt infield baseball fields.

The City Council discussed the current softball fields that are available for rent, the all-weather turf fields that will include a baseball diamond configuration, the current fee structure and the possibility of finding sponsorship opportunities for the Little League Team.

Council Member Hannon moved, Vice Mayor Bucci seconded to approve, by resolution, the Citywide Parks Master Plan. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

The entire City Council wished the community a happy and safe Independence Day Holiday. The City Council congratulated Police Chief Leal on his retirement.

Council Member Collazo stated that the LUNA fireworks booth would be in the parking lot near CVS.

Council Member Freitas stated that he read about a security problem at a banquet hall in Fremont that required mutual aid from the Newark Police Department. He stated that those facilities should have appropriate security for their events.

Council Member Hannon announced that he and his wife were celebrating their 39th wedding anniversary.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

Valerie Boyle stated that the Celebrating Business/Chamber Business Awards luncheon would be held next week. She read the nominee list for the various award categories.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of June 22, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 111278 to 111410.

Vice Mayor Bucci moved, Council Member Hannon seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSIONS

- M.1 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, *Henneberry v. City of Newark, et al.*; United States District Court, Northern District of California, Case No. C13-05238 MEJ – from City Attorney Benoun.**

M.2 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – City Attorney Benoun.

At 9:23 p.m. the City Council recessed to closed sessions.

At 9:31 p.m. the City Council convened in closed sessions.

At 10:17 p.m. the City Council reconvened in open session with all Council Members present.

City Attorney Benoun announced for M.1 that action was taken; however because final approval rests with some other party to the litigation or with the court, no action can be reported at this time. If settlement becomes final, than upon inquiry by any person, the City will disclose the action that was taken. There was no reportable action for M.2.

N. ADJOURNMENT

At 10:17 p.m., Mayor Nagy adjourned the City Council meeting.

C.1 Introduction of Employee.

Background/Discussion – Michael Carroll was recently promoted to the position of Police Chief. Police Chief Carroll will be introduced at the City Council Meeting.

C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 95th Anniversary. (PROCLAMATION)

Background/Discussion – The Portuguese Fraternal Society of America Council 16 will celebrate the annual Holy Ghost Festival on July 22-23, 2017. This will also be a celebration of the Society’s 95th Anniversary in the City of Newark. Council President Frank Couto and officers of the Society will be at the City Council to accept the proclamation.

D.1 Advice of Action taken by the Planning Commission to uphold the Community Development Director's approval of a single-family design review, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street – from Associate Planner Mangalam. (REVIEW OPTIONAL)

Background/Discussion – Michael and Jennifer Huff filed an application for single-family design review for an addition to the rear of the first and second floor of their property located at 36831 Papaya Street. The subject site is on the west side of Papaya Street, approximately 225 feet south of Peachtree Avenue and is zoned R-2500 (Medium Density Residential). The applicant proposes the following: (1) a 200+/- square foot, first floor addition (living room) to the rear of the house; (2) relocate the existing fireplace to the rear of the house; and (3) a 200+/- square foot, second floor addition on top of the first floor addition.

As per 17.16.206 - Single-family residential design review of Newark Municipal Code, all new single-family residences, second-story additions and exterior modifications to existing single-family residences shall be reviewed and acted upon by the Community Development Director. Because of the second story addition to the rear of the house, Single-Family Design review is required. As part of the review process, notice of staff's approval was mailed to the neighboring property owners within 100-foot radius of the subject site. Staff received two appeals from neighboring owners within the appeal period.

At its meeting of June 13, 2017, the Planning Commission, by a 4-0-1 (Commissioner Fitts recused due to a personal conflict of interest) vote, upheld staff's approval and denied the appeal as the Commission found that the design complied with Single-Family Design review guidelines and Newark Municipal Code.

Per Newark Municipal Code Section 17.76.100.B, "The secretary to the planning commission or his/her designee shall advise the city council of the action taken by the planning commission at its first regular meeting held more than five days after such notice of decision was mailed to the applicant". To satisfy the requirements of this section, a copy of Notice of Decision was sent to the appellants. Section 17.48.130 of the Newark Municipal Code stipulates that an approval of the Planning Commission may be appealed to the City Council within seven days of the mailing of the Notice of Decision by any person affected by such decision. Notice of decision was mailed on June 14, 2017 and no appeal was filed by the deadline.

As per section 17.76.110 of the Newark Municipal Code, the council may call up for review by it any action of the planning commission. The determination to call up for review shall be made by the council at the meeting at which the Notice of Decision is presented to it. If a decision is called up for review by the council, all proceedings shall be stayed in the same manner as the filing of a notice of appeal and the council shall hear and determine the matter in the same manner as an appeal.

Environmental

The proposed additions to the single family home, are categorically exempt from the California Environmental Quality Act per Section 15301, class 1 (e), additions to existing structures.

Attachment

Action – This item is review optional.

**NOTICE OF DECISION
PLANNING COMMISSION
CITY OF NEWARK, CALIFORNIA**

Application No.: SFDR2017-006

Meeting Date: June 13, 2017

Application Submitted by: Michael Huff
36831 Papaya Street
Newark, CA 94560

Appeal Submitted by: Kapil Bajaj and Raji Bhatia
36913 Papaya Street
Newark, CA 94560

Walter & Yesim Rommel
36923 Papaya Street
Newark, CA 94560

Request: Appeal of Community Development Director's approval of SFDR2017-006, a single-family design review, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street.

At its meeting of June 13, 2017, the Planning Commission denied the neighboring property owners' appeal of the Community Development Director's approval of SFDR2017-006, and approved SFDR2017-006, with Exhibit A, pages 1 through 11, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street.

June 14, 2017

Mailing date of this Notice of Decision to the appealants.

June 14, 2017

Filing date of this Notice of Decision with the City Clerk.

July 13, 2017

Date of City Council meeting at which the City Clerk will present this Notice of Decision.

This Notice of Decision is hereby prepared pursuant to Section 17.76.100 of the Newark Municipal Code that on June 13, 2017, the City of Newark Planning Commission denied the appeal of the Community Development Director's approval of SFDR2017-006 and approved SFDR2017-006, with Exhibit A, pages 1 through 11, for a single-family design review, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street.

This Notice of Decision will be presented to the City Council at their meeting of July 13, 2017, at or after 7:30 p.m. in the Council Chambers at 37101 Newark Boulevard, Newark, CA, 94560.

APPEAL PROCEDURE: (Appeal Fee - \$100)

An appeal to the decision may be made to the City Council by filing a written Notice of Appeal with the City Clerk within seven (7) days after the mailing date of this Notice of Decision. Such Notice of Appeal shall clearly and concisely set forth the grounds upon which the appeal is based. If the appeal is made by the applicant, the Notice of Appeal shall be filed in duplicate and the City Clerk shall immediately forward one copy to the Community Development Director. If the appeal is taken by someone other than the applicant, the Notice of Appeal shall be filed in triplicate and the City Clerk shall immediately forward one copy to the applicant and one copy to the Community Development Director.

NEW APPLICATION:

Following the denial of an application or the revocation of a use permit, planned unit development, or variance, no application for the same or substantially the same site shall be filed within one year from the date of the denial or revocation of the use permit, planned unit development or variance.



SOFIA MANGALAM
Associate Planner

Assistant Planner Bowab gave the staff report.

Chairperson Nillo, opened the Public Hearing.

Ms. Ria Abellera, Sweet Imaginations, 2088 West Lagoon Road, Pleasanton, CA 94566, stated she has read and is in agreement with the Conditions listed in Resolution 1943.

Answering Commissioner Otterstetter, Ms. Abellera stated approximately 4000 people were in attendance at their event last year which was held at the Newark Pavilion.

Answering Commissioner Otterstetter, Ms. Abellera stated there will be 4 portable restrooms and 1 ADA compliant portable restroom.

Motion made by Commissioner Fitts, seconded by Commissioner Aguilar, to approve Resolution 1943, with Exhibit A, approving P-17-11, a planned unit development, and U-17-12, a conditional use permit to allow for a two-day night market special event to be held on July 7 and 8, 2017, in the NewPark Mall parking lot (APN: 901-0111-025). Motion passed 5 AYES.

F. STAFF REPORTS

F.1 **Appeal of Community Development Director's approval of SFDR2017-006, a single-family design review, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street.**

Commissioner Fitts recused himself due to a personal conflict.

Associate Planner Mangalam gave the staff report.

Owner Michael Huff, 36831 Papaya Street, Newark, CA 94560, stated remodeling his home was the best option for his growing family to remain in the Newark Community. Mr. Huff read from several letters of support from neighbors who could not attend tonight's meeting.

Answering Vice-Chairperson Bridges, Mr. Huff confirmed the approval letter from the Pacific Landing HOA was provided.

Answering Commissioner Otterstetter, Mr. Huff identified a tree that will remain and a tree that will be removed.

The following people spoke in favor of the appeal:

Ms. Raji Bhatia, 36913 Papaya Street

Mr. Arun Bhatnagar, 36927 Papaya Street
 Mr. Gurmeet Kalra, 36924 Papaya Street
 Mr. Kapil Bajaj, 36913 Papaya Street
 Mr. Minh Phan, 36852 Papaya Street

The following people spoke in favor of the project:

Ms. Kathy Troll, 36804 Papaya Street
 Ms. Vivian Soriano, 36834 Papaya Street

Chairperson Nillo closed the Public Hearing.

ACM Grindall reiterated approval by the Architectural Control Committee and the Homeowners Association are not within the City's purview.

ACM Grindall stated the City's standards are met with this proposal which is the basis for the approval.

Motion made by Commissioner Otterstetter, seconded by Vice-Chairperson Bridges, to uphold the decision of the Community Development Director's approval of SFDR2017-006, a Single-Family Design Review with Exhibit A, pages 1 through 11, for additions to the ground and second floor to the single family house at 36831 Papaya Street. The motion passed 4 AYES, 1 RECUSED (Fitts).

Commissioner Fitts rejoined his fellow Commissioners.

F.2 Review and consideration of recommending City Council approval of the Citywide Parks Master Plan.

ACM Grindall and RHAA Consultants Barbara Lundburg and Lauren Ivey, gave the staff report.

Answering Commissioner Otterstetter, Ms. Lundburg stated lights will be installed at SportsField Park.

Answering Commissioner Fitts, ACM Grindall stated Cities typically post signs which make citizens aware that skating is at their own risk then the City's liability is manageable.

Answering Chairperson Nillo, Ms. Lundburg stated Community Park would require more parking.

Six members from the public spoke on this item.

Recreation and Community Services Director Zehnder stated the City will be flexible to implementing the Master Plan.

REMODEL SINGLE FAMILY RESIDENCE

PACIFIC LANDING PLANNED UNIT DEVELOPMENT
36831 PAPAYA STREET NEWARK, CALIFORNIA 94560
SITE PERMIT DOCUMENTS



View From Street - As-Build (Volumetric)



View From Street - Remodel (Volumetric)

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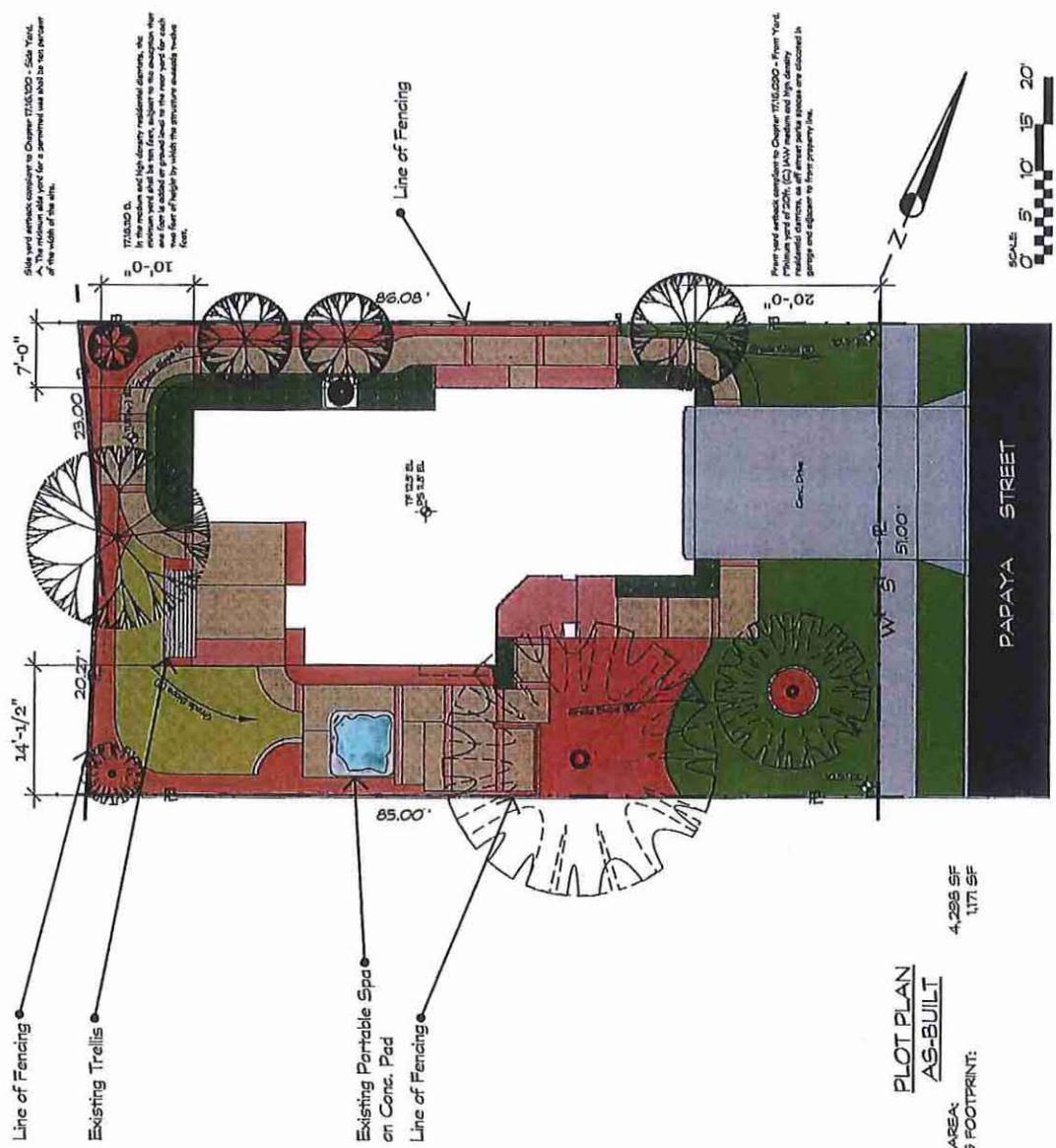
PROJECT
Papaya St. Addition &
Remodel
PLAN No. 170415-01

PROJECT LOCATION
36831 Papaya St.
Newark, CA 94560
Tel: 818.523.9978
Email: mbhuff05@hotmail.com

ISSUE
04.22.2017

DESCRIPTION
COVER SHEET

CS
EXHIBIT A01



PARCEL AREA: 4,295 SF
 BUILDING FOOTPRINT: 1,171 SF

PLOT PLAN
AS-BUILT



EXHIBIT App

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PROJECT
Papaya St. Addition & Remodel
 PLAN No. 170415-01

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ISSUE
 04.22.2017
DISCREPANCY
PLOT PLAN - AS-BUILT

A0.7

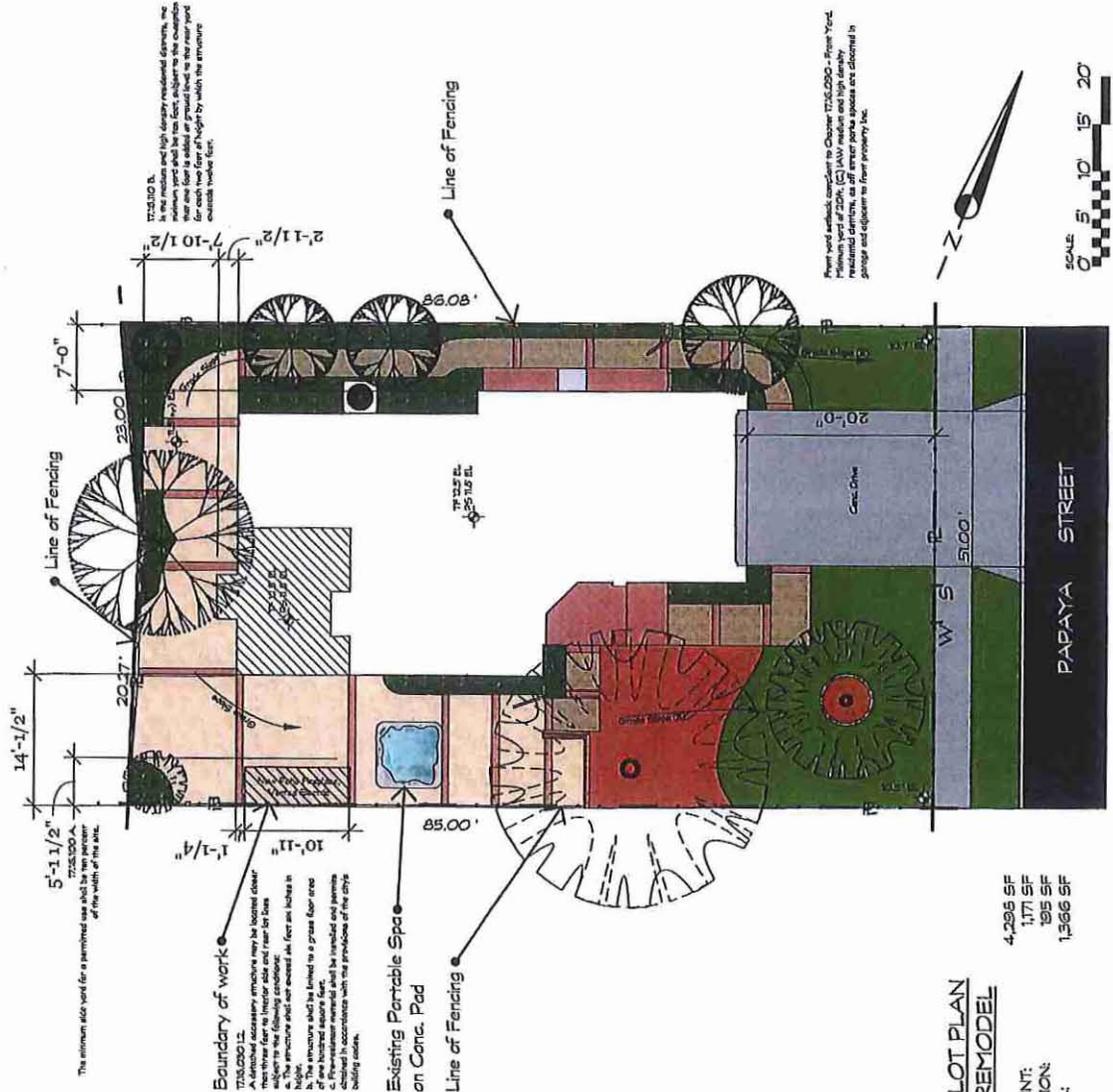
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PROJECT
 Papaya St. Addition & Remodel
 PLAN No. 170415-01

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 Newark, CA 94560
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 Email: mbhuf05@hotmail.com
 ISSUE
 04.22.2017

DESCRIPTION
 PLOT PLAN - REMODEL

A0.8



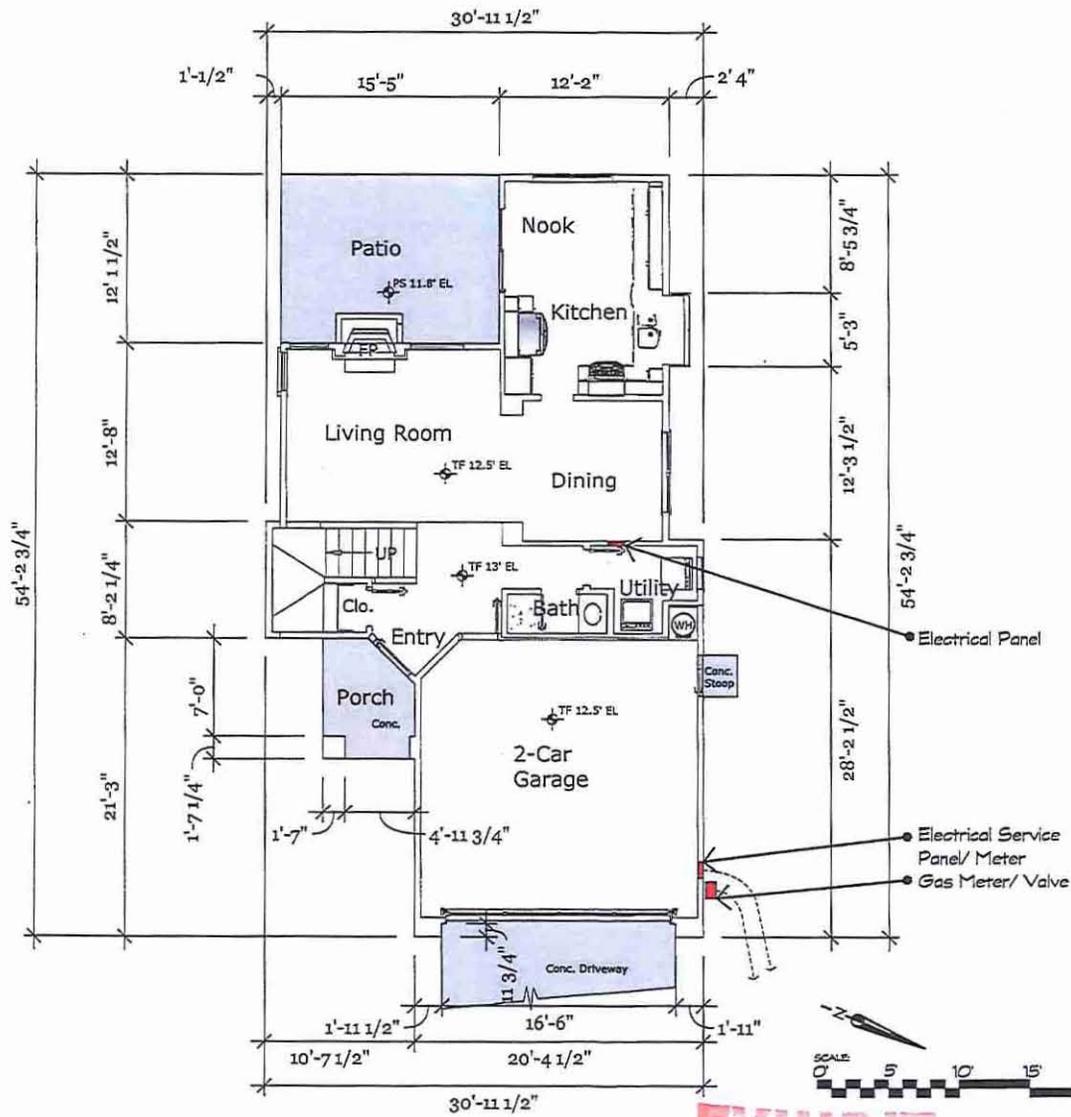
173430 B.
 In the section and high density residential districts, no minimum yard shall be required, subject to the following conditions:
 a. The structure shall not exceed six feet six inches in height above the ground level.
 b. The structure shall be limited to a gross floor area of one hundred square feet.
 c. The structure shall be limited to a maximum of two stories.
 d. The structure shall be limited to a maximum of two stories.
 e. The structure shall be limited to a maximum of two stories.
 f. The structure shall be limited to a maximum of two stories.
 g. The structure shall be limited to a maximum of two stories.
 h. The structure shall be limited to a maximum of two stories.
 i. The structure shall be limited to a maximum of two stories.
 j. The structure shall be limited to a maximum of two stories.
 k. The structure shall be limited to a maximum of two stories.
 l. The structure shall be limited to a maximum of two stories.
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 n. The structure shall be limited to a maximum of two stories.
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 p. The structure shall be limited to a maximum of two stories.
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 u. The structure shall be limited to a maximum of two stories.
 v. The structure shall be limited to a maximum of two stories.
 w. The structure shall be limited to a maximum of two stories.
 x. The structure shall be limited to a maximum of two stories.
 y. The structure shall be limited to a maximum of two stories.
 z. The structure shall be limited to a maximum of two stories.

Permitting services provided by City of Newark - Permit "Yard" and "Z" are required for all structures and high density residential districts. All structures shall be subject to the zoning and other applicable provisions of the City of Newark.
 Project work subject to Chapter 17A.0200 - Permit "Yard" and "Z" are required for all structures and high density residential districts. All structures shall be subject to the zoning and other applicable provisions of the City of Newark.

PARCEL AREA: 4,295 SF
 EXISTING FOOTPRINT: 1,171 SF
 PROPOSED ADDITION: 195 SF
 FOOTPRINT TOTAL: 1,366 SF

PLOT PLAN
 REMODEL

EXHIBIT A0.8



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PROJECT
Papaya St. Addition & Remodel
 PLAN No. 170415-01

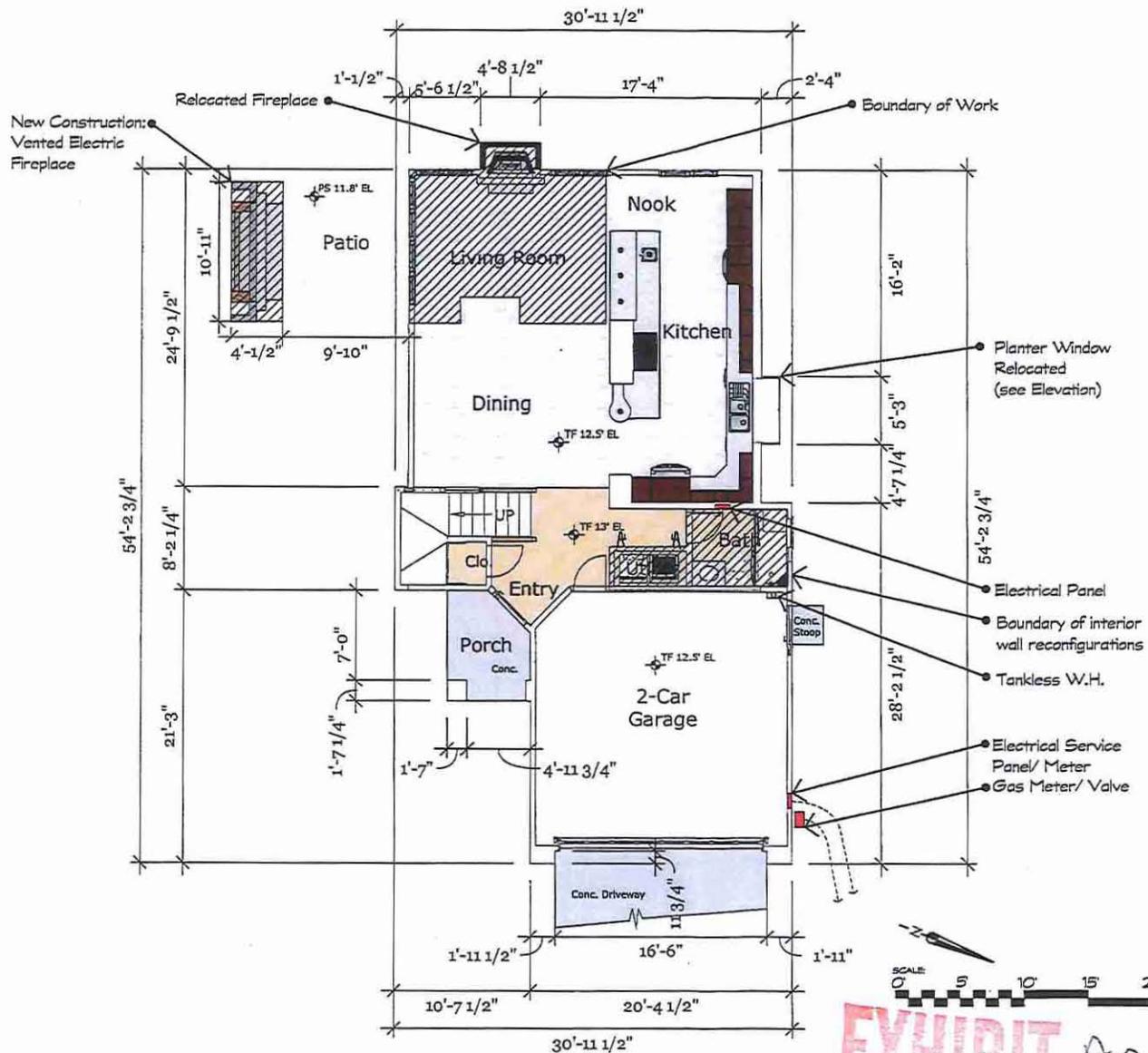
PROJECT LOCATION
 36631 Papaya St.
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 Tel: 818.523.9378
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ISSUE
 04.22.2017
 DESCRIPTION
 1ST FLR PLAN - AS-BUILT

A1.0



EXHIBIT
 Ap4



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PROJECT
Papaya St. Addition & Remodel
 PLAN No. 170415-01

PROJECT LOCATION
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ISSUE
 04.22.2017
 DESCRIPTION
 1ST FLR PLAN - REMODEL

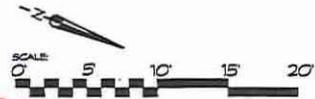
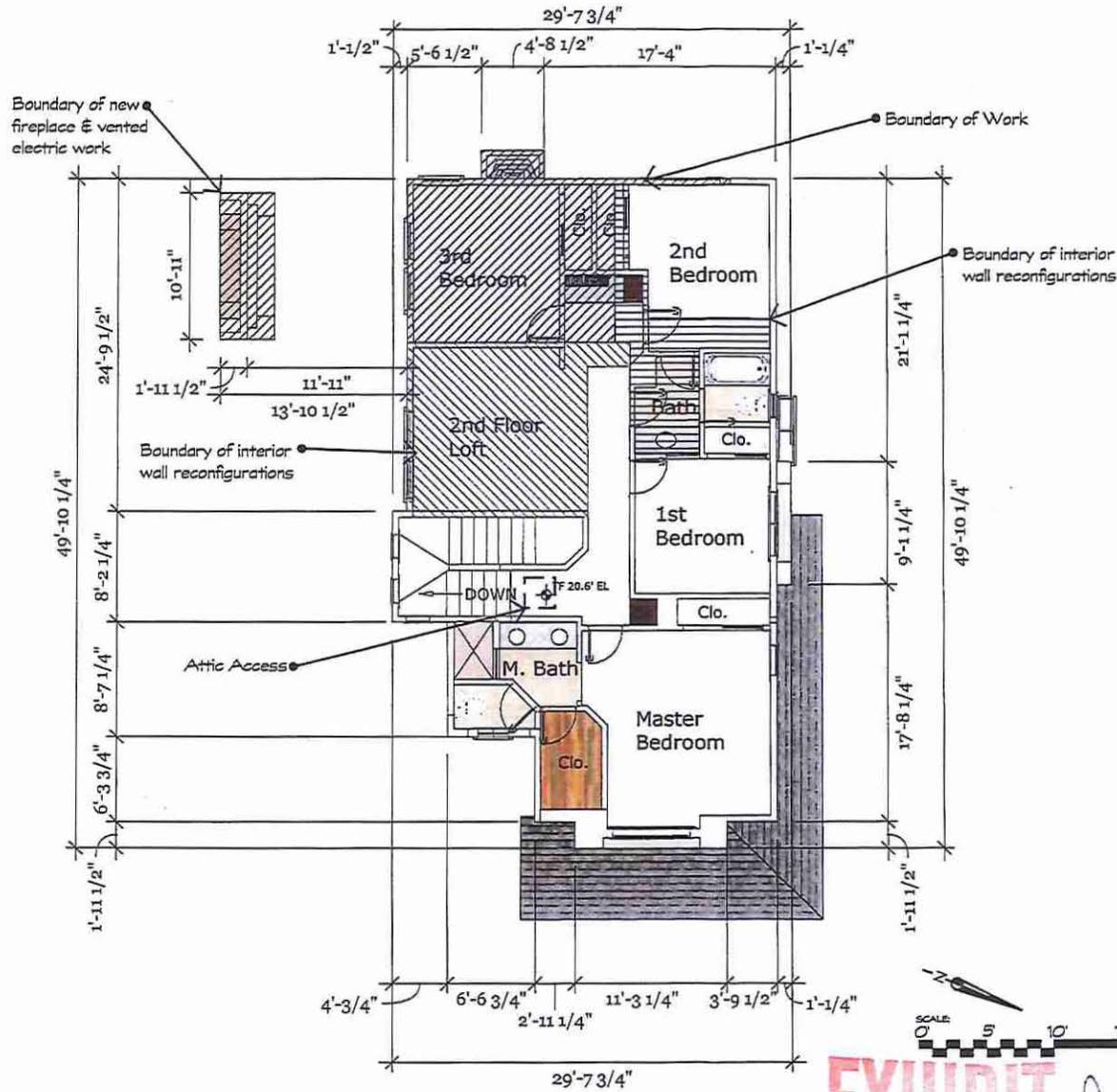


EXHIBIT Ap5

A1.1



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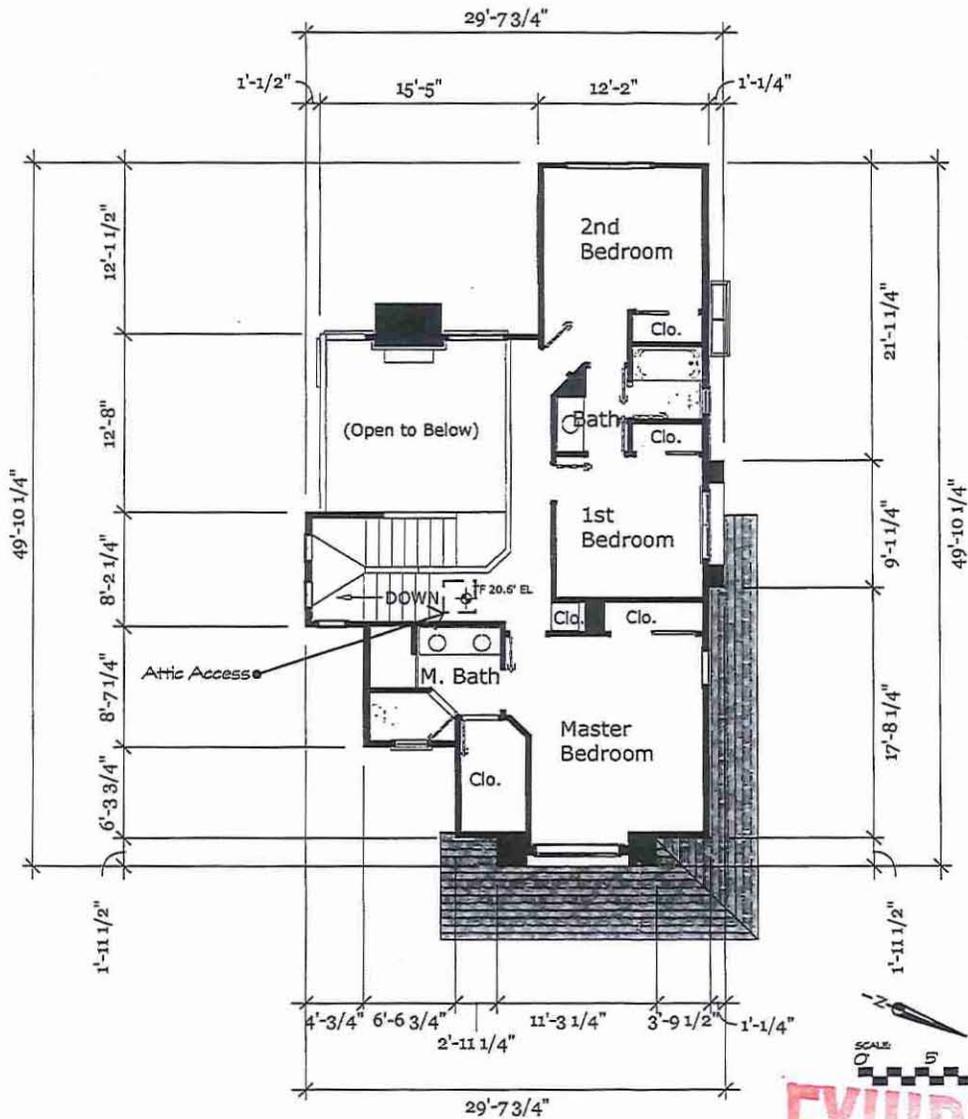
PROJECT
Papaya St. Addition & Remodel
 PLAN No. 170415-01

PROJECT LOCATION
 36631 Papaya St.
 Newark, CA 94560
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ISSUE
 04.22.2017
 DESCRIPTION
 2ND FLR PLAN - REMODEL

A1.3





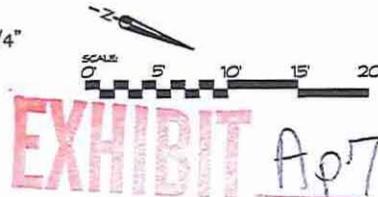
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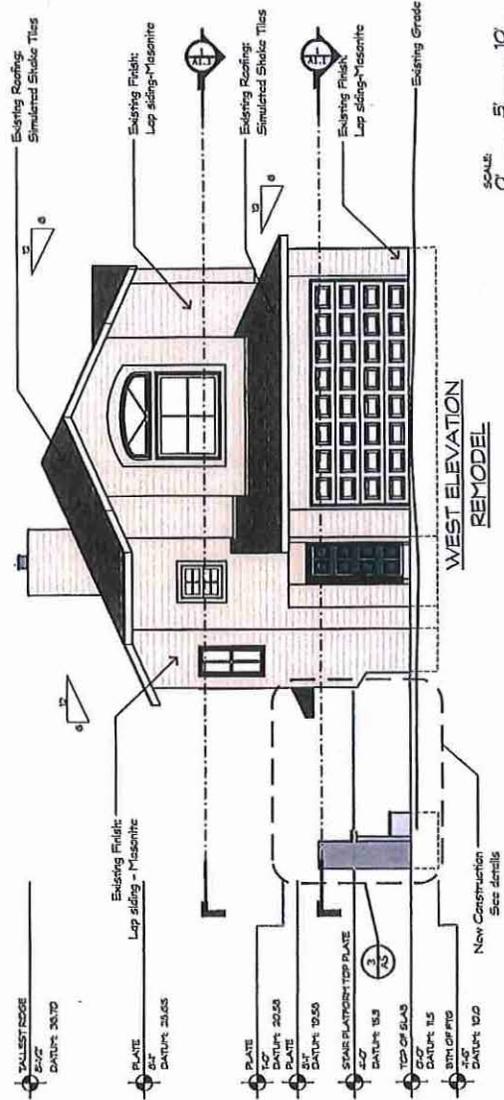
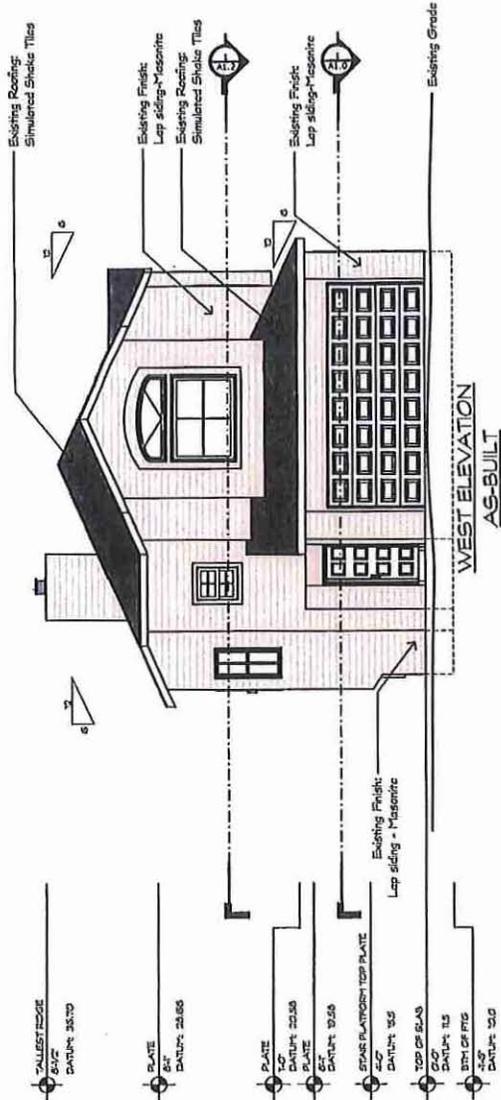
PROJECT
**Papaya St. Addition &
 Remodel**
 PLAN No. 170415-01

PROJECT LOCATION
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ISSUE
 04.22.2017
 DESCRIPTION
 2ND FLR PLAN - AS-BUILT

A1.2





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PROJECT
Papaya St. Addition #
Remodel
PLAN No. 170415-01

PROJECT LOCATION
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ISSUE
04.22.2017

DESCRIPTION
WEST EXTERIOR
ELEVATIONS

A^{2.0}
EXHIBIT A p8

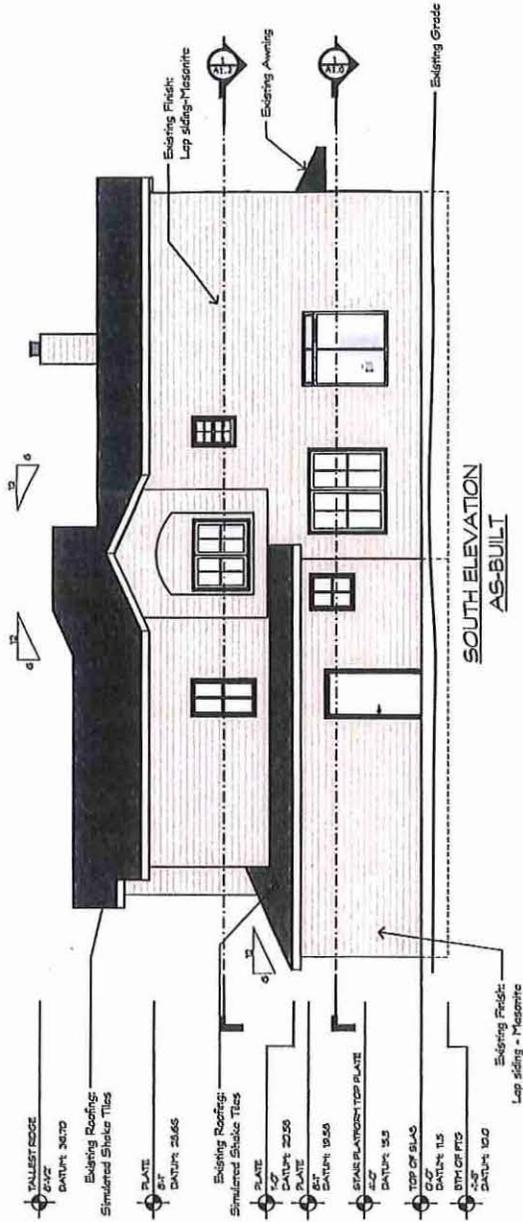
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PROJECT
Popaya St. Addition & Remodel
 PLAN No. 170415-01

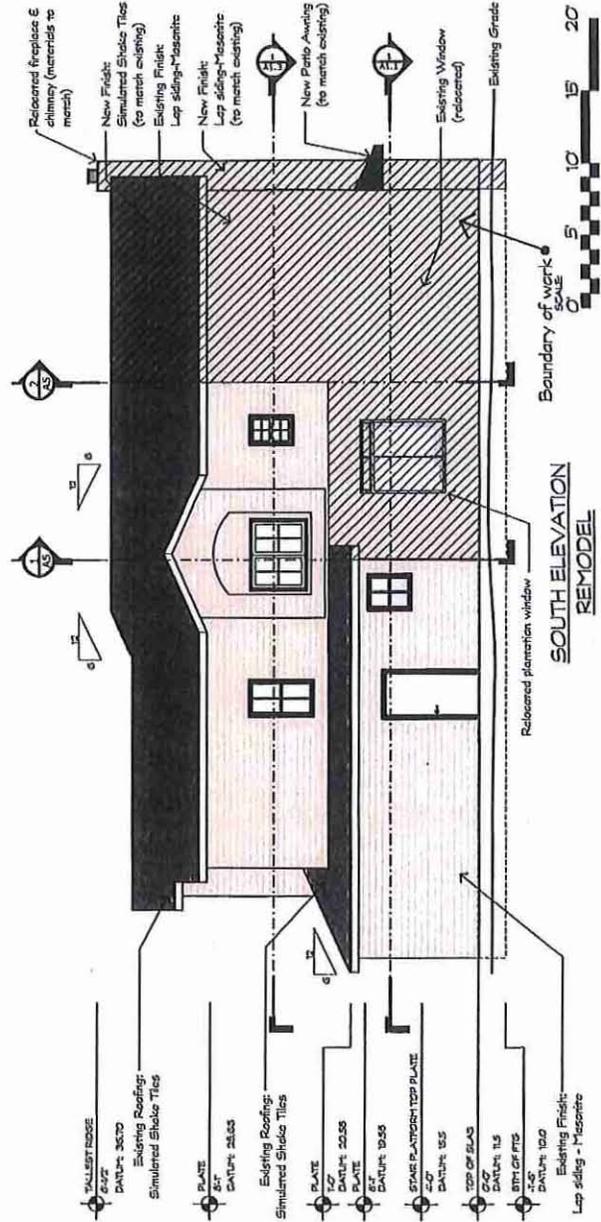
PROJECT LOCATION
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ISSUE
 04.22.2017
 DESCRIPTION
SOUTH EXTERIOR ELEVATIONS

A2.1
EXHIBIT Ap9



SOUTH ELEVATION AS-BUILT



SOUTH ELEVATION REMODEL



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PROJECT
Papaya St. Addition **##**
Remodel
 PLAN No. 170415-01

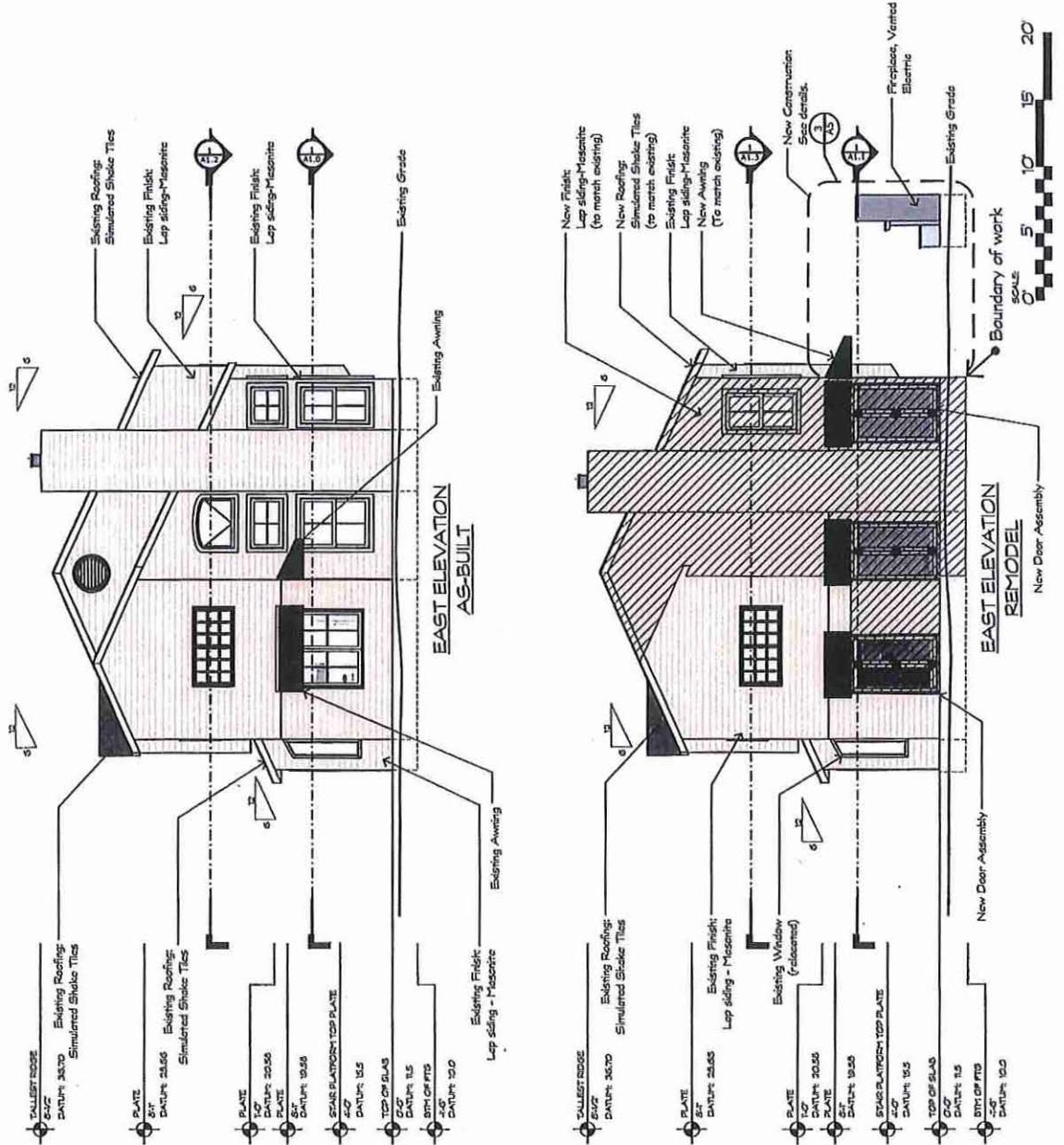
PROJECT LOCATION
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ISSUE
 04.22.2017

DESCRIPTION
**EAST EXTERIOR
 ELEVATIONS**

A2.2

EXHIBIT A p.10

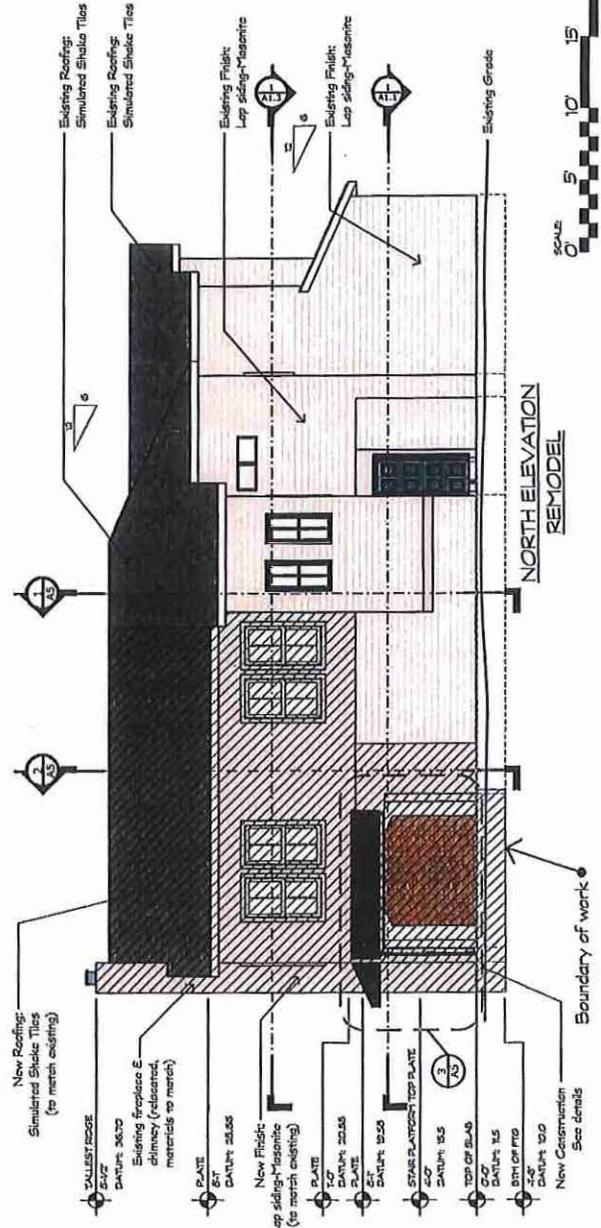
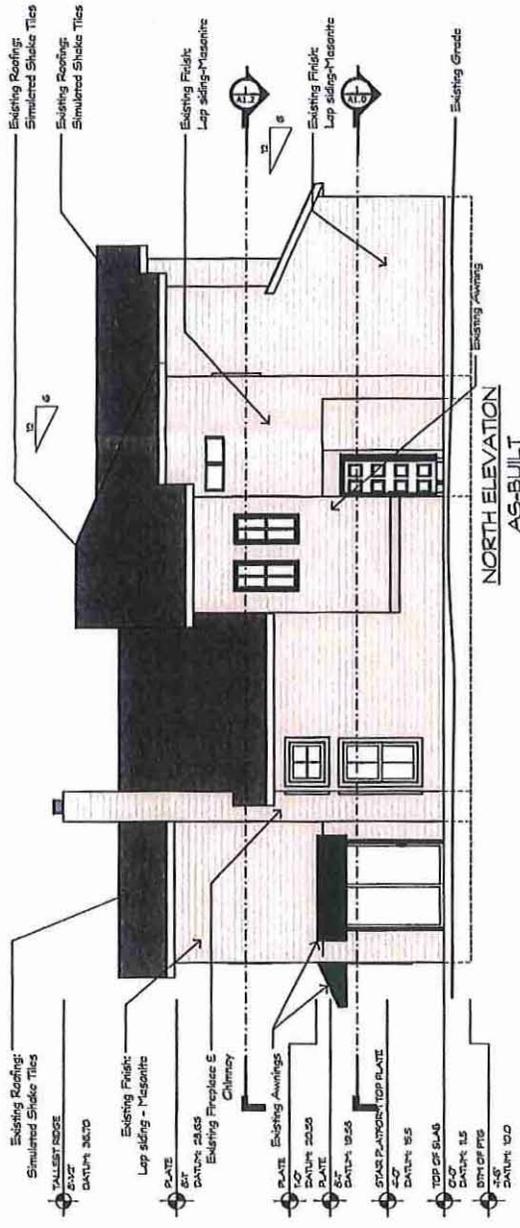


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PROJECT
Papaya St. Addition & Remodel
 PLAN No. 170415-01

PROJECT LOCATION
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 Tel: 618.523.9978
 Email: mbhuf05@hotmail.com
 ISSUE
 04.22.2017
 DESCRIPTION
NORTH EXTERIOR ELEVATIONS

A2.3
EXHIBIT A



Existing Roofing:
 Simulated Shake Tiles
 TALLEST ROSE
 2'x2'
 DATUM: 36.70

Existing Finish:
 Lap siding - Masonite
 PLATE
 6'x1'
 DATUM: 36.65

Existing Fireplace &
 Chimney
 PLATE
 1'x7'
 DATUM: 36.55

Existing Awning
 PLATE
 1'x7'
 DATUM: 36.55

STAIR PLATFORM TOP PLATE
 2'x7'
 DATUM: 15.5

TOP OF SLAB
 0'x7'
 DATUM: 15

FINISH FLOOR
 2'x6'
 DATUM: 10.0

New Roofing:
 Simulated Shake Tiles
 (to match existing)
 TALLEST ROSE
 2'x2'
 DATUM: 36.70

Existing Fireplace &
 chimney (relocated,
 materials to match)
 PLATE
 6'x1'
 DATUM: 36.55

New Finish:
 Lap siding-Masonite
 (to match existing)
 PLATE
 1'x7'
 DATUM: 36.55

STAIR PLATFORM TOP PLATE
 2'x7'
 DATUM: 15.5

TOP OF SLAB
 0'x7'
 DATUM: 15

FINISH FLOOR
 2'x6'
 DATUM: 10.0

New Construction
 See details

Boundary of work

E.1 Hearing to consider a text amendment to Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process – from Deputy Community Development Director Interiano. (INTRODUCTION OF ORDINANCE)

Background/Discussion – A zoning text amendment is proposed to require distribution, warehouse and freight terminal uses to be evaluated through the conditional use permit process. Currently, these uses are listed as a permitted use in some commercial and most industrial zoning districts.

The purpose of a Conditional Use Permit (CUP) is to enable a municipality to control certain uses which could have detrimental effects on the community and apply appropriate conditions to the development and/or use.

Distribution and warehouse uses have been identified as uses which are generally heavily dependent on large areas of land and heavy truck traffic as part of their daily business. Staff recommends that a more thorough analysis be required for the placement of these types of uses and the general impacts they have on a neighborhood and the City as a whole. Staff further recommends the following three areas listed below be closely monitored for potential negative impacts:

Compatibility

- Discourage placement within close proximity to residential uses and schools. Review noise impacts, size of the proposed structures and orientation of bays. Review location of outdoor storage space and impacts on adjacent uses.

Transportation

- Require a traffic analysis, specifically looking at traffic volumes, operations and level-of-service on surrounding roadways and at key intersections. Determine the feasibility of the proposed truck route based on existing roadway geometry and types of trucks anticipated. Assess potential impacts to roadway surfaces and identify any significant off-site roadway improvements required along the anticipated truck route.

Parking

- Our current regulations require parking for warehouse uses to be based on the proposed number of employees. The CUP process would allow future impacts to be addressed.

Summary of Changes:

Zoning District	Permitted Section Deletions	CUP Section Insertions
General Commercial	Storage Buildings and Warehouse Use	Warehouse Use
Intermediate Commercial	Storage Buildings and Warehouse Use	Warehouse Use
High Technology Park	Warehouse Use	Warehouse/distribution operations
Industrial Technology Park	Warehouse Use	Warehouse/distribution operations
Industrial Park	Warehouse Use	Warehouse Use/distribution operations
Limited Industrial	Freight Terminal and Warehouse Use	Freight Terminal and Warehouse/distribution operations
General Industrial	Freight Terminal and Warehouse Use	Freight Terminal and Warehouse Use/distribution operations

Per the Newark Zoning Code, all existing warehouse/distribution uses would become legal non-conforming uses. A legal non-conforming use can continue indefinitely so long as the use is not abandoned (Ceased for 6 months or more) and that no more than fifty percent (50%) of the structure that contains the use is not damaged/destroyed.

Given past fluctuations in the commercial development market and the significant investment that has been made to these facilities, staff is recommending that in the case of an existing non-conforming warehouse/distribution use, the use would not be considered to be abandoned until the passage of 7 years of non-operations, and that the legal non-conforming use could continue even if the structure housing the use was completely destroyed. The recommended code includes these provisions, which were the result of discussions with impacted property owners.

Although there is concern from the development community that this code change will impede development, staff believes these concerns are outweighed by the need to provide decision makers and the public with the ability to review proposed warehouse/distribution uses and consider applying appropriate conditions.

CEQA - The proposed text amendment is categorically exempt from the California Environmental Quality Act (CEQA) under section 5060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 1506(b)(3) (General Rule that CEQA only applies to projects which have the potential to cause a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

Update - This item was unanimously approved by the Planning Commission on June 13, 2017. The Planning Commission recommends that the City Council approve an Ordinance amending Title 17 (Zoning) of the Newark Municipal code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030, and 17.24.040

Attachment

Action - It is recommended that the City Council introduce an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE TO REVISE CHAPTER 17.20 (COMMERCIAL DISTRICTS) AND CHAPTER 17.24 (INDUSTRIAL DISTRICTS) BY AMENDING SECTIONS 17.20.030, 17.020.040, 17.24.030 AND 17.24.040

The City Council of the City of Newark does ordain as follows:

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning text amendments embodied in this ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code, which seeks to remove “Distribution and Warehousing Uses” as a permitted use in the General Commercial, Intermediate Commercial, High Technology Park, Industrial Technology Park, Industrial Park, Limited Industrial, and General Industrial Zoning Districts and add “Distribution and Warehouse Uses” as a conditional use in the General Commercial, Intermediate Commercial, High Technology Park, Industrial Technology Park, Industrial Park, Limited Industrial, and General Industrial Zoning Districts with the aim of establishing the appropriate process to determine potential negative impacts associated with Distribution and Warehouse Uses.

Section 2: The City Council of the City of Newark does hereby find and declare that the zoning text amendment embodied in this ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment, the activity is not subject to CEQA.

Section 3: Title 17 (Zoning) of the Newark Municipal Code is hereby amended as shown in Exhibit A, with ~~strikeout~~ denoting deletions and underline denoting additions.

Section 4: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A

17.20.030 - Permitted uses.

Uses shall be permitted in the respective C commercial districts according to the appropriate list below, provided that the structure, if any, which any use shall occupy, use, retain or place upon the use's site shall be of new construction at the time of initial occupancy, and further provided that in the CG and CI districts, when in the planning director's opinion, the permitted use could result in air pollution, production of smoke, dust, vibrations, noxious odors, danger of fire or explosion or any danger to health or safety, a use permit as provided in this chapter shall be required.

Subsections A-E have been omitted for ease of review.

F. Uses permitted in the general commercial district (CG):

- Administrative, financial, professional and real estate offices;
- Automobile repairing and refurbishing within enclosed buildings;
- Automobile sales of new and used cars, parts and supplies including servicing within enclosed buildings;
- Bakery goods stores and bakeries for on-site sales;
- Bakery products plants;
- Barber shops;
- Beauty shops;
- Boat sales and service;
- Book binding;
- Building materials yards other than gravel, rock or cement yards when located at least three hundred feet from an R district;
- Cabinet and carpenter shops;
- Carpet and rug cleaning and dyeing;
- Catering shops;
- Christmas tree and other seasonable sales lots, not to exceed six per year (lots shall be cleaned up within seven days after sales have ceased);
- Coffee shops and specialty food stores;

- Cold storage plants;
- Contractor's equipment rental and storage yards when located at least three hundred feet from an R district;
- Diaper supply services;
- Electrical contractor shops;
- Exterminators;
- Feed and fuel stores;
- Food lockers;
- Garage door installation, repair, sales and service within enclosed building (no outdoor storage);
- Gift shops;
- Glass replacement and repair shops;
- Gunsmiths;
- Heating and ventilation shops;
- Household equipment repair shops;
- Laboratories, not including flammable liquids or explosives;
- Laundries and cleaning and dyeing plants;
- Linen supply services;
- Live storage, killing or dressing of poultry or rabbits for retail sales on the premises when located at least three hundred feet from an R district;
- Locksmiths;
- Lumber yards, not including planing mills or saw mills when located at least three hundred feet from an R district;
- Medical and dental offices and clinics;
- Meeting halls;
- Motorcycle sales and service;
- Musical instrument repair shops;
- Newspaper publishing and printing;
- Newsstands;

- Nurseries and garden supply stores;
- Office and business equipment repair shops;
- Packing and crating;
- Parcel delivery services, including repair shop facilities;
- Parking lots improved according to the standards prescribed for required off-street parking;
- Photocopy shops including self-serve facilities;
- Photographic developing and printing plants;
- Plumbing shops;
- Post offices;
- Prescription pharmacies and dental and optical laboratories;
- Printing, lithographing and engraving plants;
- Refrigeration and air conditioning equipment shops;
- Rental of hand tools, garden tools, power tools, trailers and other similar equipment;
- Repair and storage garages within enclosed buildings;
- Restaurants and drive-in restaurants, excluding filmed or live entertainment;
- Safe and vault repair shops;
- Self-service laundries and dry-cleaning establishments;
- Sheet metal shops;
- Stone and monument yards when located at least three hundred feet from an R district;
- ~~— Storage buildings for commercial and household goods (except for the storage of perishable, flammable, explosive or dangerous materials, live animals, or use of the storage facilities for a dwelling or place of business, manufacturing or production);~~
- Storage yards for commercial vehicles;
- Taxidermists;
- Tire sales, retreading and recapping, within enclosed buildings;
- Trailer sales, service and other associated retail;

- Transit yards when located at least three hundred feet from an R district;
- Travel agencies and services;
- Trucking terminals when located at least three hundred feet from an R district;
- Union halls;
- Upholstering shops;
- Veterinarians' offices and small animal hospitals, including short-term animal boarding and incidental care but not including long-term boarding or kennels, with all operations conducted within a completely enclosed building;
- Veterinarians' offices and small animal hospitals, including long-term boarding and kennels, when located at least three hundred feet from an R district;
- ~~Warehouses except for the storage of fuel or flammable liquids or explosives;~~
- Accessory structures and uses located on the same site with and necessary for the operation of a permitted use.

G. Uses permitted in the intermediate commercial district (CI):

- Administrative, financial, professional and real estate offices;
- Administrative social services facilities;
- Automobile sales of new and used cars, parts and supplies including servicing within enclosed buildings;
- Automobile repairing and refurbishing within enclosed buildings;
- Bakery goods stores and bakeries for on-site sales;
- Bakery products plants;
- Barber and beauty supply stores;
- Boat sales and service;
- Bookbinding;
- Bottling works;
- Building contractor shops within enclosed buildings when located more than three hundred feet from an R district;
- Building materials manufacture and assembly, including composition wallboards, panels and prefabricated structures, within enclosed buildings;
- Cabinet and carpenter shops;

- Carpet and rug cleaning and dyeing;
- Catering shops;
- Christmas tree and other seasonable sales lots, not to exceed six per year (lots shall be cleaned up within seven days after sales have ceased);
- Clothing and yardage sales including wholesale;
- Cold storage plants;
- Community service organizations and facilities;
- Dairy products plants;
- Delicatessen stores;
- Diaper supply services;
- Feed and fuel stores;
- Fire protection equipment manufacture, assembly, sales and service;
- Food lockers;
- Food stores and supermarkets;
- Forklift rental, sales, service and storage within an enclosed building;
- Furniture auction halls;
- Garage door manufacture, assembly, sales and service within enclosed buildings;
- Glass replacement and repair shops;
- Gunsmiths;
- Gymnasiums and health spas;
- Heating and ventilation shops;
- Hobby shops;
- Household equipment repair shops;
- Household major appliance sales and service;
- Housewares stores;
- Laboratories, not including flammable liquids or explosives;
- Laundries and cleaning and dyeing plants;

- Linen supply services;
- Locksmiths;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons, within enclosed buildings when located more than three hundred feet from an R district;
- Meeting halls;
- Motion picture and video production;
- Motorcycle sales and service;
- Musical instrument repair shops;
- Newspaper publishing and printing;
- Nurseries and garden supplies stores;
- Office and business equipment sales and repair stores;
- Packing and crating;
- Paint, glass and wallpaper stores;
- Parcel delivery services, including repair shop facilities within enclosed buildings;
- Parking lots improved according to the standards prescribed for required off-street parking;
- Party supply stores including wholesale;
- Pet and bird stores;
- Photocopy shops including self-service facilities;
- Photographic developing and printing plants;
- Plumbing shops;
- Printing, lithographing and engraving plants;
- Radio and television repair shops;
- Refrigeration and air conditioning equipment shops;
- Rental of hand tools, garden tools, power tools, trailers and other similar equipment within buildings;
- Repair and storage garages within enclosed buildings;

- Restaurant equipment sales, rental and service;
- Safe and vault repair shops;
- Sporting goods stores;
- ~~— Storage buildings for commercial and household goods (except for the storage of perishable, flammable, explosive or dangerous materials, live animals, or use of the storage facilities for a dwelling or place of business, manufacturing or production);~~
- Storage yards for recreational vehicles when located more than three hundred feet from an R district;
- Taxidermists;
- Tire sales, retreading and capping within enclosed buildings;
- Trailer sales, service and other associated retail;
- Trophy manufacturing and sales;
- Union halls;
- Upholstering shops;
- Veterinarians offices and small animal hospitals, including short-term animal boarding and incidental care, but not including long-term boarding or kennels, with all operations conducted within a completely enclosed building;
- ~~— Warehouses except for the storage of fuel or flammable liquids or explosives;~~
- Woodworking shops and sash and door manufacture, including only incidental millwork conducted within enclosed buildings when located more than three hundred feet from an R district;
- Accessory structures and uses located on the same site with and necessary for the operations of a permitted use.

17.20.040 - Conditional Uses.

Conditional uses shall be permitted in the respective C commercial districts, subject to securing a use permit, according to the appropriate list below. The planning director may determine if a use permit is required for accessory structures and uses located on the same site with and necessary for the operation of a conditional use.

Subsections A-E have been omitted for ease of review.

F. Conditional uses permitted in the general commercial district (CG):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Convenience food stores;
- Filmed or live entertainment at restaurants;
- Massage studios;
- Nonprofit youth clubs;
- Planned unit development as provided in Chapter 17.40;
- Public buildings, grounds, parks, playgrounds and other public recreational facilities;
- Public and private utility facilities and equipment;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line.

— Warehouses except for the storage of fuel or flammable liquids or explosives. Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

G. Conditional uses permitted in the intermediate commercial district (CI):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Barber shops;
- Beauty shops;
- Convenience food stores;
- Financial institutions;
- Massage studios;
- Nonprofit youth clubs;
- Planned unit development as provided in Chapter 17.40;

- Public and private utility facilities and equipment;
- Public buildings, grounds, parks, playgrounds and other public recreational facilities;
- Radio and television broadcasting studios;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers or tools;
- Technical and trade schools;
- Warehouses except for the storage of fuel or flammable liquids or explosives. Notwithstanding, section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

17.24.030 - Permitted uses.

Uses shall be permitted in the respective M industrial districts according to the appropriate list below, except when, in the planning director's opinion, the permitted use could result in air pollution, production of smoke, dust, vibrations, noxious odors, danger of fire or explosion or any danger to health or safety or where a permitted use could be deemed a nuisance as defined at common law, by statute of the state or code of the city, a use permit as provided in this chapter shall be required.

A. Uses permitted in the high technology park district (MT-1):

- Administrative, financial and professional offices;
- Business machine manufacture and assembly;
- Cafeterias for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Camera and photographic equipment manufacture and assembly, except film;
- Computer software development;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;

- Electronic instrument and component manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Medical hardware manufacture and assembly;
- Motion picture and television production;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Photographic processing and developing;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Research and development;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- ~~— Warehouse/distribution operations, except that such use shall only be permitted in a business park setting where no more than thirty three percent of the total developable area is used for this purpose;~~
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

B. Uses permitted in the industrial technology park district (MT):

- Administrative, financial and professional offices;
- Business machine manufacture and assembly;
- Cafeterias for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Camera and photographic equipment manufacture and assembly, except film;
- Computer software development;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Drug and pharmaceutical manufacture and assembly;
- Electronic instrument and component manufacture and assembly;

- Laboratories devoted to experimentation, research and development;
- Medical hardware manufacture and assembly;
- Motion picture and television production;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities for the same site as the use for which it is intended only;
- Photographic processing and developing;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Recreational and educational facilities for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Research and development;
- Retail stores for sale of products manufactured on-site incidental to and necessary for the operation of a permitted use;
- Residences for business guests, employees on temporary assignment and maintenance and security personnel only, incidental to, necessary for the operation of, and on the same site as a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- ~~— Warehouses for related products not to exceed forty percent of the total site floor area, only incidental to, necessary for the operation of, and on the same site as a permitted use;~~
- Accessory structures for custodial and maintenance services only incidental to, necessary for the operation of, and on the same site as a permitted use.

C. Uses permitted in the industrial park district (MP):

- Administrative, financial and professional offices;
- Bottling works;
- Camera and photographic equipment manufacture and assembly, except film;
- Ceramic products manufacture and assembly, using only previously pulverized clay and electric or gas-fired kilns;
- Cold storage plants;

- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Commercial advertising structure manufacture and assembly;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliance, supplies and equipment manufacture, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly;
- Forklift rental, sales, service and storage;
- Hardware manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Light sheet metal product manufacture and assembly;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,

- leather,
- paint (not using a boiling process),
- paper,
- plastics,
- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Medical hardware manufacture and assembly;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Retail stores incidental to and on the same site with a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Union halls;
- ~~— Warehouse, except for storage of flammable liquids;~~
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

D. Uses permitted in the limited industrial district (ML):

- Administrative, financial and professional offices;
- Automobile repairing and refurbishing within enclosed buildings;
- Battery manufacture and assembly;
- Bottling works;
- Box factories and cooperage;
- Breweries, distilleries and wineries;
- Building materials manufacture and assembly, not including cement, clay and metal products;
- Bus depots;
- Camera and photographic equipment manufacture and assembly, except film;
- Candle manufacture and assembly, not including rendering;
- Carpet and rug manufacture and assembly;
- Ceramic and porcelain products manufacture and assembly, using only previously pulverized clay and electric or gas-fired kilns;
- Cold storage plants;
- Commercial advertising structure manufacture and assembly;
- Cork manufacture and assembly;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Cotton ginning, cotton wadding and linter manufacture and assembly;
- Dairy product plants;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliances, supplies and equipment manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly;
- Food and food product manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Forklift rental, sales, service and storage;

~~— Freight forwarding terminals;~~

- Furniture manufacture and assembly;
- Glass and glass product manufacture and assembly;
- Hardware manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Light sheet metal product manufacture and assembly;
- Lumberyards, not including planning mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),
 - paper,
 - plastics,

- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Mattress manufacture and assembly;
- Medical hardware manufacture and assembly;
- Metal container manufacture and assembly;
- Metal finishing and plating;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Motor and generator manufacture and assembly;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Painting, enameling and lacquering shops;
- Paper products manufacture and assembly;
- Paraffin products manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Plastics manufacture and assembly;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Railroad stations;
- Retail stores incidental to and on the same site with a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;

- Shoe polish manufacture and assembly;
- Small boat manufacture and assembly, not including ship building;
- Storage yards for commercial vehicles;
- Trailer rentals, sales and service;
- Transit yards;
- Trucking terminals;
- Union halls;
- ~~— Warehouse, except for storage of flammable liquids;~~
- Welding shops;
- Woodworking shops, with incidental millwork conducted within a completely enclosed structure only;
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

E. Uses permitted in the general industrial district (MG):

- Administrative, financial and professional offices;
- Aircraft and aircraft accessories and parts manufacture and assembly;
- Automobile, truck and trailer manufacture and assembly, including accessories and parts;
- Battery manufacture and assembly;
- Boiler works;
- Bottling works;
- Box factories and cooperage;
- Breweries, distilleries and wineries;
- Building materials manufacture and assembly, not including cement, clay and metal products;
- Bus depots;
- Camera and photographic equipment manufacture and assembly, except film, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Candle manufacture and assembly, not including rendering;

- Carpet and rug manufacture and assembly;
- Cement products manufacture and assembly;
- Ceramic, clay and porcelain products manufacture and assembly;
- Chemical products manufacture and assembly, provided no fire or explosive hazard is created;
- Cold storage plants;
- Commercial advertising structure manufacture and assembly;
- Cork manufacture and assembly;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Cotton ginning and cotton wadding and linter manufacture and assembly;
- Dairy products manufactured and assembly;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliance, supplies and equipment manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly; provided that no sensitive electronics or precision parts or equipment are used or manufactured;
- Firearms manufacture and assembly;
- Food and food products manufacture and assembly;
- Forklift rental, sales, service and storage;
- ~~Freight forwarding terminals;~~
- Furniture manufacture and assembly;
- Glass and glass products manufacture;
- Grain elevators;
- Graphite and graphite product manufacture and assembly;
- Gravel, rock and cement yards;
- Hardware and hand tool manufacture and assembly;
- Ink manufacture and assembly;

- Jute, hemp, sisal and oakum manufacture and assembly;
- Laboratories devoted to experimentation, research and development, with no sensitive electronic or precision parts or equipment;
- Leather and finishing and dyeing, not including tanning and curing;
- Light sheet metal product manufacture and assembly;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons;
- Machine tool manufacture and assembly;
- Machinery manufacture, including light and heavy machines and appliances;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),
 - paper,

- plastics,
- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Mattress manufacture and assembly;
- Meat product manufacture and assembly not including slaughtering and glue size manufacture;
- Medical hardware manufacture and assembly;
- Metal alloy and foil manufacture and assembly;
- Metal casting and foundries not including magnesium foundries;
- Metal container manufacture and assembly;
- Metal finishing and plating;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Motor and generator manufacture and assembly;
- Motor testing of internal combustion engines;
- Musical instrument manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Optical goods manufacture and assembly;
- Painting, enameling and lacquering shops;
- Paper product manufacture and assembly;
- Paraffin product manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;

- Plastics manufacture and assembly;
- Precious metals reduction, smelting and refining;
- Precision instrument manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Printing, publishing, lithographing, engraving and binding;
- Railroad freight stations, repair shops and yards;
- Railroad stations;
- Retail stores incidental to and on the same site with a permitted use;
- Rubber product manufacture and assembly;
- Salt works;
- Sandblasting;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Shoe polish manufacture and assembly;
- Small boat manufacture and assembly, not including ship building;
- Starch and dextrine manufacture and assembly;
- Steel product manufacture and assembly;
- Stone products manufacture and assembly, including items such as abrasives;
- Storage, sorting, collecting or baling of iron, junk, paper, rags, or scrap metal within a completely enclosed structure;
- Storage yards for commercial vehicles;
- Textile bleaching;
- Textile, knitting and hosiery mills;
- Tobacco curing and processing;
- Trailer rentals, sales and service;
- Transit yards;
- Trucking terminals;
- Union halls;
- ~~— Warehouse, except for storage of flammable liquids;~~

- Watch and clock manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Welding shops;
- Wire and cable manufacture and assembly;
- Wood and lumber processing and woodworking;
- Wool scouring and pulling;
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

17.24.040 - Conditional uses.

Conditional uses shall be permitted in the respective M industrial districts according to the appropriate list below, subject to securing a use permit. The planning director may determine if a use permit is required for accessory structures and uses located on the same site with and necessary for the operation of a conditional use.

A. Conditional uses permitted in the high technology park district (MT-1):

- Accessory commercial uses when in conformity with an adopted specific plan;
- Biotechnology research, development and manufacturing operations;
- Hotels and motels, including restaurants and lounge bars as an integral part thereof, but excluding live and filmed entertainment;
- Planned unit developments as provided in Chapter 17.40;
- Public and private utility facilities and equipment;
- Railroad stations when in conformity with an adopted specific plan;
- Restaurants;
- Schools and colleges when in conformity with an adopted specific plan;
- Warehouse, except for storage of flammable liquids/distribution operations. Notwithstanding, Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

B. Conditional uses permitted in the industrial technology park district (MT):

- Biotechnology research, development and manufacturing operations;
- Planned unit developments as provided in Chapter 17.40;

— Public and private utility facilities and equipment;

— Public buildings and grounds;

Warehouse, except for storage of flammable liquids/distribution operations. Notwithstanding, section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

C. Conditional uses permitted in the industrial park district (MP):

— Financial institutions;

— Planned unit developments as provided in Chapter 17.40;

— Public buildings and grounds;

— Public and private utility facilities and equipment;

— Restaurants;

— Service stations, subject to the following conditions:

1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
2. No gasoline pump island shall be located closer than twenty feet to any property line,
3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation,
4. No major automobile repairs, such as engine overhaul, transmission and differential repair, body and fender work, and other repairs of a similar nature shall be performed;

— Technical and trade schools;

— The uses listed below shall be permitted with a conditional use permit, provided that on the basis of the use permit application and evidence submitted, the planning commission makes the following findings in addition to the findings prescribed for granting a use permit:

1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses permitted in the MP district with respect to method of operation, type of process, materials, equipment, structures, storage and appearance,
2. That the use will not create significantly more vehicular or rail traffic than the volumes normally created by uses permitted in the MP district,

3. That the use reasonably can be expected to conform with the special conditions prescribed in Section 17.24.120 for uses permitted in the MP district,

Uses:

- Automobile repairing and refurbishing within enclosed buildings,
- Battery manufacture and assembly,
- Boat manufacture and assembly of small boats only, not including shipbuilding,
- Box factories and cooperage,
- Breweries, distilleries and wineries,
- Building materials manufacture and assembly, not including cement, clay and metal products,
- Bus depots,
- Candle manufacture and assembly, not including rendering,
- Carpet and rug manufacture and assembly,
- Cork manufacture and assembly,
- Cotton ginning and cotton wadding and linter manufacture and assembly,
- Dairy products plants,
- Food and food product manufacture, provided that no noxious or offensive fumes or odors are emitted,
- Freight forwarding terminals, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming freight forwarding terminal use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Furniture manufacture and assembly,
- Glass and glass product manufacture and assembly,
- Lumberyards, not including planing mills or sawmills,
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons,
- Mattress manufacture and assembly,
- Metal container manufacture and assembly

- Metal finishing and plating,
- Motor and generator manufacture and assembly
- Painting, enameling and lacquering shops,
- Paper product manufacture and assembly,
- Paraffin product manufacture and assembly,
- Plastics manufacture and assembly,
- Porcelain manufacture and assembly,
- Railroad stations,
- Shoe polish manufacture and assembly,
- Storage yards for commercial vehicles,
- Trailer rentals, sales and service,
- Transit yards,
- Trucking terminals,
- Watchman's living quarters incidental to and on the same site with a permitted use,
- Warehouse, except for storage of flammable liquids/distribution operations, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Welding shops,
- Woodworking shops, including only incidental millwork conducted within a completely enclosed structure.

D. Conditional uses permitted in the limited industrial district (ML):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Financial institutions;
- Freight forwarding terminals; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming Freight forwarding terminal use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a

nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).

- Planned unit developments as provided in Chapter 17.40;
- Public buildings and grounds;
- Public and private utility facilities and equipment;
- Restaurants;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation;
- Technical and trade schools;
- The uses listed below shall be permitted with a conditional use permit, provided that on the basis of the use permit application and evidence submitted, the planning commission makes the following findings in addition to the findings prescribed for granting a use permit:
 1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses permitted in the ML district with respect to method of operation, type of process, materials, equipment, structures, storage and appearance,
 2. That the use will not create significantly more vehicular or rail traffic than the volumes normally created by uses permitted in the ML district,
 3. That the use reasonably can be expected to conform with the special conditions prescribed in Section 17.24.120 for uses permitted in the ML district,

Uses:

- Aircraft and aircraft accessories and parts manufacture and assembly,
- Automobile, truck and trailer manufacture and assembly, including accessories and parts,
- Boiler works,
- Cement product manufacture and assembly,

- Chemical product manufacture and assembly provided no fire or explosive hazard is created,
- Clay product manufacture and assembly,
- Firearms manufacture and assembly,
- Food processing, roasting, refining, pasteurizing and extracting, not including processing of meat or fish,
- Grain elevators,
- Graphite and graphite process manufacture and assembly,
- Gravel, rock and cement yards,
- Ink manufacture and assembly,
- Jute, hemp, sisal and oakum products manufacture and assembly,
- Leather and fur finishing and dyeing, not including tanning and curing,
- Machine tool manufacture and assembly,
- Machinery manufacture and assembly, including light and heavy machines and appliances,
- Meat product processing and packaging, not including slaughtering and glue size manufacture,
- Metal alloy and foil manufacture and assembly,
- Metal casting and foundries not including magnesium foundries,
- Motor testing of internal combustion engines,
- Precious metals reduction, smelting and refining
- Railroad freight stations, repair shops and yards,
- Rubber product manufacture and assembly,
- Salt works,
- Sandblasting,
- Starch and dextrine manufacture and assembly
- Steel and structural steel product manufacture and assembly,
- Stone product manufacture and assembly, including items such as abrasives,

— Storage, sorting, collecting or baling of iron, junk, paper, rags, or scrap metal within a completely enclosed structure,

— Textile bleaching,

— Textile, knitting and hosiery mills,

— Tobacco curing and processing,

— Warehouse, except for storage of flammable liquids/distribution operations. Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

— Watchman's living quarters incidental to and on the same site with a permitted use,

— Wire and cable manufacture and assembly,

— Wood and lumber processing and woodworking,

— Wool scouring and pulling.

E. Conditional uses permitted in the general industrial district (MG):

— Airports and heliports;

— Asphalt and asphalt product manufacture and assembly;

— Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;

— Cement, lime, gypsum and plaster of paris manufacture;

— Charcoal, lampblack and fuel briquette manufacture;

— Chemical manufacture with potential fire or explosive hazard;

— Coal, coke and tar products manufacture and assembly;

— Drop forges;

— Explosives manufacture and assembly, including fireworks;

— Film manufacture and assembly;

— Financial institutions;

— Fish products manufacture;

— Freight forwarding terminals; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming freight forwarding terminal use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).

- Gas manufacture and storage;
- Gelatin, glue or size manufacture from animal or fish refuse;
- Lard manufacture;
- Linoleum or oil cloth manufacture and assembly;
- Magnesium foundries;
- Manure, peat and topsoil processing and storage;
- Match manufacture and assembly;
- Metal and metal ores reduction, refining, smelting and alloying;
- Motor vehicle wrecking yards;
- Paint manufacture including enamel, lacquer, shellac, turpentine and varnish;
- Paper manufacture and assembly;
- Petroleum and petroleum products refining;
- Planned unit developments as provided in Chapter 17.40;
- Public and private utility facilities and equipment;
- Public buildings and grounds;
- Recycling plants;
- Restaurants;
- Rifle ranges;
- Rolling mills;
- Rubber manufacture or processing;
- Sensitive electronic or precision parts or equipment used or manufactured as part of a permitted use;
- Service stations, subject to the following conditions:

1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation;
- Soap manufacture including rendering of fats or oils;
 - Steam plants;
 - Storage of flammable liquids;
 - Tallow manufacture;
 - Tanneries and storage and curing of rawhides;
 - Technical and trade schools;
 - Warehouse, except for storage of flammable liquids/distribution operations; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
 - Watchman's living quarters incidental to and on the same site with a permitted use;
 - Wood and bones distillation;
 - Wood pulp and fiber reduction and processing.

PLANNING COMMISSION ACTION

RESOLUTION 1942

RESOLUTION RECOMMENDING APPROVAL OF Z-17-9, A TEXT AMENDMENT TO TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE TO REVISE CHAPTER 17.20 (COMMERCIAL DISTRICTS) AND CHAPTER 17.24 (INDUSTRIAL DISTRICTS) BY AMENDING SECTIONS 17.20.030, 17.020.040, 17.24.030 AND 17.24.040.

WHEREAS, an amendment to Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030, and 17.24.040 to require distribution and warehouse uses to be approved through a Conditional Use Permit;

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in the Tri-City Voice on April 25, 2017, and the Planning Commission held a public hearing on said application at 7:30 p.m. on June 13, 2017 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, the Planning Commission resolves as follows:

- a. That Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) be amended to require distribution and warehouse use to be approved by a Conditional Use Permit by amending Sections 17.20.030, 17.020.040, 17.24.030, and 17.24.040;
- b. That the City Council amend Title 17 (Zoning) of the Newark Municipal Code as set forth in Exhibit A, attached hereto and made part hereof by reference.
- c. That a copy of the minutes be forwarded to the City Council as a summary of the hearing.
- d. That the text amendments herein shall be added to the appropriate sections of the Newark Municipal Code, after review and approval by the City Council, when it is next published, with the notation of the date when the amendments became effective.

This Resolution was introduced at the Planning Commission's June 13, 2017 meeting by Vice-Chairperson Bridges, seconded by Commissioner Otterstetter, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: None.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/ Bernie Nillo
BERNIE NILLO, Chairperson

Exhibit A

17.20.030 - Permitted uses.

Uses shall be permitted in the respective C commercial districts according to the appropriate list below, provided that the structure, if any, which any use shall occupy, use, retain or place upon the use's site shall be of new construction at the time of initial occupancy, and further provided that in the CG and CI districts, when in the planning director's opinion, the permitted use could result in air pollution, production of smoke, dust, vibrations, noxious odors, danger of fire or explosion or any danger to health or safety, a use permit as provided in this chapter shall be required.

Subsections A-E have been omitted for ease of review.

F. Uses permitted in the general commercial district (CG):

- Administrative, financial, professional and real estate offices;
- Automobile repairing and refurbishing within enclosed buildings;
- Automobile sales of new and used cars, parts and supplies including servicing within enclosed buildings;
- Bakery goods stores and bakeries for on-site sales;
- Bakery products plants;
- Barber shops;
- Beauty shops;
- Boat sales and service;
- Book binding;
- Building materials yards other than gravel, rock or cement yards when located at least three hundred feet from an R district;
- Cabinet and carpenter shops;
- Carpet and rug cleaning and dyeing;
- Catering shops;
- Christmas tree and other seasonable sales lots, not to exceed six per year (lots shall be cleaned up within seven days after sales have ceased);

- Coffee shops and specialty food stores;
- Cold storage plants;
- Contractor's equipment rental and storage yards when located at least three hundred feet from an R district;
- Diaper supply services;
- Electrical contractor shops;
- Exterminators;
- Feed and fuel stores;
- Food lockers;
- Garage door installation, repair, sales and service within enclosed building (no outdoor storage);
- Gift shops;
- Glass replacement and repair shops;
- Gunsmiths;
- Heating and ventilation shops;
- Household equipment repair shops;
- Laboratories, not including flammable liquids or explosives;
- Laundries and cleaning and dyeing plants;
- Linen supply services;
- Live storage, killing or dressing of poultry or rabbits for retail sales on the premises when located at least three hundred feet from an R district;
- Locksmiths;
- Lumber yards, not including planing mills or saw mills when located at least three hundred feet from an R district;
- Medical and dental offices and clinics;
- Meeting halls;
- Motorcycle sales and service;
- Musical instrument repair shops;
- Newspaper publishing and printing;

- Newsstands;
- Nurseries and garden supply stores;
- Office and business equipment repair shops;
- Packing and crating;
- Parcel delivery services, including repair shop facilities;
- Parking lots improved according to the standards prescribed for required off-street parking;
- Photocopy shops including self-serve facilities;
- Photographic developing and printing plants;
- Plumbing shops;
- Post offices;
- Prescription pharmacies and dental and optical laboratories;
- Printing, lithographing and engraving plants;
- Refrigeration and air conditioning equipment shops;
- Rental of hand tools, garden tools, power tools, trailers and other similar equipment;
- Repair and storage garages within enclosed buildings;
- Restaurants and drive-in restaurants, excluding filmed or live entertainment;
- Safe and vault repair shops;
- Self-service laundries and dry-cleaning establishments;
- Sheet metal shops;
- Stone and monument yards when located at least three hundred feet from an R district;
- ~~Storage buildings for commercial and household goods (except for the storage of perishable, flammable, explosive or dangerous materials, live animals, or use of the storage facilities for a dwelling or place of business, manufacturing or production);~~
- Storage yards for commercial vehicles;
- Taxidermists;
- Tire sales, retreading and recapping, within enclosed buildings;
- Trailer sales, service and other associated retail;

- Transit yards when located at least three hundred feet from an R district;
- Travel agencies and services;
- Trucking terminals when located at least three hundred feet from an R district;
- Union halls;
- Upholstering shops;
- Veterinarians' offices and small animal hospitals, including short-term animal boarding and incidental care but not including long-term boarding or kennels, with all operations conducted within a completely enclosed building;
- Veterinarians' offices and small animal hospitals, including long-term boarding and kennels, when located at least three hundred feet from an R district;
- ~~Warehouses except for the storage of fuel or flammable liquids or explosives;~~
- Accessory structures and uses located on the same site with and necessary for the operation of a permitted use.

G. Uses permitted in the intermediate commercial district (CI):

- Administrative, financial, professional and real estate offices;
- Administrative social services facilities;
- Automobile sales of new and used cars, parts and supplies including servicing within enclosed buildings;
- Automobile repairing and refurbishing within enclosed buildings;
- Bakery goods stores and bakeries for on-site sales;
- Bakery products plants;
- Barber and beauty supply stores;
- Boat sales and service;
- Bookbinding;
- Bottling works;
- Building contractor shops within enclosed buildings when located more than three hundred feet from an R district;
- Building materials manufacture and assembly, including composition wallboards, panels and prefabricated structures, within enclosed buildings;
- Cabinet and carpenter shops;

- Carpet and rug cleaning and dyeing;
- Catering shops;
- Christmas tree and other seasonable sales lots, not to exceed six per year (lots shall be cleaned up within seven days after sales have ceased);
- Clothing and yardage sales including wholesale;
- Cold storage plants;
- Community service organizations and facilities;
- Dairy products plants;
- Delicatessen stores;
- Diaper supply services;
- Feed and fuel stores;
- Fire protection equipment manufacture, assembly, sales and service;
- Food lockers;
- Food stores and supermarkets;
- Forklift rental, sales, service and storage within an enclosed building;
- Furniture auction halls;
- Garage door manufacture, assembly, sales and service within enclosed buildings;
- Glass replacement and repair shops;
- Gunsmiths;
- Gymnasiums and health spas;
- Heating and ventilation shops;
- Hobby shops;
- Household equipment repair shops;
- Household major appliance sales and service;
- Housewares stores;
- Laboratories, not including flammable liquids or explosives;
- Laundries and cleaning and dyeing plants;

- Linen supply services;
- Locksmiths;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons, within enclosed buildings when located more than three hundred feet from an R district;
- Meeting halls;
- Motion picture and video production;
- Motorcycle sales and service;
- Musical instrument repair shops;
- Newspaper publishing and printing;
- Nurseries and garden supplies stores;
- Office and business equipment sales and repair stores;
- Packing and crating;
- Paint, glass and wallpaper stores;
- Parcel delivery services, including repair shop facilities within enclosed buildings;
- Parking lots improved according to the standards prescribed for required off-street parking;
- Party supply stores including wholesale;
- Pet and bird stores;
- Photocopy shops including self-service facilities;
- Photographic developing and printing plants;
- Plumbing shops;
- Printing, lithographing and engraving plants;
- Radio and television repair shops;
- Refrigeration and air conditioning equipment shops;
- Rental of hand tools, garden tools, power tools, trailers and other similar equipment within buildings;
- Repair and storage garages within enclosed buildings;

- Restaurant equipment sales, rental and service;
- Safe and vault repair shops;
- Sporting goods stores;
- ~~Storage buildings for commercial and household goods (except for the storage of perishable, flammable, explosive or dangerous materials, live animals, or use of the storage facilities for a dwelling or place of business, manufacturing or production);~~
- Storage yards for recreational vehicles when located more than three hundred feet from an R district;
- Taxidermists;
- Tire sales, retreading and capping within enclosed buildings;
- Trailer sales, service and other associated retail;
- Trophy manufacturing and sales;
- Union halls;
- Upholstering shops;
- Veterinarians offices and small animal hospitals, including short-term animal boarding and incidental care, but not including long-term boarding or kennels, with all operations conducted within a completely enclosed building;
- ~~Warehouses except for the storage of fuel or flammable liquids or explosives;~~
- Woodworking shops and sash and door manufacture, including only incidental millwork conducted within enclosed buildings when located more than three hundred feet from an R district;
- Accessory structures and uses located on the same site with and necessary for the operations of a permitted use.

17.20.040 - Conditional Uses.

Conditional uses shall be permitted in the respective C commercial districts, subject to securing a use permit, according to the appropriate list below. The planning director may determine if a use permit is required for accessory structures and uses located on the same site with and necessary for the operation of a conditional use.

Subsections A-E have been omitted for ease of review.

F. Conditional uses permitted in the general commercial district (CG):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Convenience food stores;
- Filmed or live entertainment at restaurants;
- Massage studios;
- Nonprofit youth clubs;
- Planned unit development as provided in Chapter 17.40;
- Public buildings, grounds, parks, playgrounds and other public recreational facilities;
- Public and private utility facilities and equipment;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line.

— Warehouses except for the storage of fuel or flammable liquids or explosives. Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

G. Conditional uses permitted in the intermediate commercial district (CI):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Barber shops;
- Beauty shops;
- Convenience food stores;
- Financial institutions;
- Massage studios;
- Nonprofit youth clubs;
- Planned unit development as provided in Chapter 17.40;
- Public and private utility facilities and equipment;

- Public buildings, grounds, parks, playgrounds and other public recreational facilities;
- Radio and television broadcasting studios;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers or tools;
- Technical and trade schools;
- Warehouses except for the storage of fuel or flammable liquids or explosives. Notwithstanding, section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

17.24.030 - Permitted uses.

Uses shall be permitted in the respective M industrial districts according to the appropriate list below, except when, in the planning director's opinion, the permitted use could result in air pollution, production of smoke, dust, vibrations, noxious odors, danger of fire or explosion or any danger to health or safety or where a permitted use could be deemed a nuisance as defined at common law, by statute of the state or code of the city, a use permit as provided in this chapter shall be required.

A. Uses permitted in the high technology park district (MT-1):

- Administrative, financial and professional offices;
- Business machine manufacture and assembly;
- Cafeterias for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Camera and photographic equipment manufacture and assembly, except film;
- Computer software development;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Electronic instrument and component manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;

- Laboratories devoted to experimentation, research and development;
- Medical hardware manufacture and assembly;
- Motion picture and television production;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Photographic processing and developing;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Research and development;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- ~~Warehouse/distribution operations, except that such use shall only be permitted in a business park setting where no more than thirty-three percent of the total developable area is used for this purpose;~~
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

B. Uses permitted in the industrial technology park district (MT):

- Administrative, financial and professional offices;
- Business machine manufacture and assembly;
- Cafeterias for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Camera and photographic equipment manufacture and assembly, except film;
- Computer software development;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Drug and pharmaceutical manufacture and assembly;
- Electronic instrument and component manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Medical hardware manufacture and assembly;

- Motion picture and television production;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities for the same site as the use for which it is intended only;
- Photographic processing and developing;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Recreational and educational facilities for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Research and development;
- Retail stores for sale of products manufactured on-site incidental to and necessary for the operation of a permitted use;
- Residences for business guests, employees on temporary assignment and maintenance and security personnel only, incidental to, necessary for the operation of, and on the same site as a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- ~~— Warehouses for related products not to exceed forty percent of the total site floor area, only incidental to, necessary for the operation of, and on the same site as a permitted use;~~
- Accessory structures for custodial and maintenance services only incidental to, necessary for the operation of, and on the same site as a permitted use.

C. Uses permitted in the industrial park district (MP):

- Administrative, financial and professional offices;
- Bottling works;
- Camera and photographic equipment manufacture and assembly, except film;
- Ceramic products manufacture and assembly, using only previously pulverized clay and electric or gas-fired kilns;
- Cold storage plants;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Commercial advertising structure manufacture and assembly;

- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliance, supplies and equipment manufacture, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly;
- Forklift rental, sales, service and storage;
- Hardware manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Light sheet metal product manufacture and assembly;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),

- paper,
- plastics,
- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Medical hardware manufacture and assembly;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Retail stores incidental to and on the same site with a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Union halls;
- Warehouse, except for storage of flammable liquids;
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

D. Uses permitted in the limited industrial district (ML):

- Administrative, financial and professional offices;
- Automobile repairing and refurbishing within enclosed buildings;

- Battery manufacture and assembly;
- Bottling works;
- Box factories and cooperage;
- Breweries, distilleries and wineries;
- Building materials manufacture and assembly, not including cement, clay and metal products;
- Bus depots;
- Camera and photographic equipment manufacture and assembly, except film;
- Candle manufacture and assembly, not including rendering;
- Carpet and rug manufacture and assembly;
- Ceramic and porcelain products manufacture and assembly, using only previously pulverized clay and electric or gas-fired kilns;
- Cold storage plants;
- Commercial advertising structure manufacture and assembly;
- Cork manufacture and assembly;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Cotton ginning, cotton wadding and linter manufacture and assembly;
- Dairy product plants;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliances, supplies and equipment manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly;
- Food and food product manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Forklift rental, sales, service and storage;
- Freight forwarding terminals;
- Furniture manufacture and assembly;

- Glass and glass product manufacture and assembly;
- Hardware manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Light sheet metal product manufacture and assembly;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),
 - paper,
 - plastics,
 - precious or semiprecious metals or stones,
 - rubber and synthetic rubber,

- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Mattress manufacture and assembly;
- Medical hardware manufacture and assembly;
- Metal container manufacture and assembly;
- Metal finishing and plating;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Motor and generator manufacture and assembly;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Painting, enameling and lacquering shops;
- Paper products manufacture and assembly;
- Paraffin products manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Plastics manufacture and assembly;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Railroad stations;
- Retail stores incidental to and on the same site with a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Shoe polish manufacture and assembly;
- Small boat manufacture and assembly, not including ship building;

- Storage yards for commercial vehicles;
 - Trailer rentals, sales and service;
 - Transit yards;
 - Trucking terminals;
 - Union halls;
 - ~~Warehouse, except for storage of flammable liquids;~~
 - Welding shops;
 - Woodworking shops, with incidental millwork conducted within a completely enclosed structure only;
 - Accessory structures located on the same site with and necessary for the operation of a permitted use.
- E. Uses permitted in the general industrial district (MG):
- Administrative, financial and professional offices;
 - Aircraft and aircraft accessories and parts manufacture and assembly;
 - Automobile, truck and trailer manufacture and assembly, including accessories and parts;
 - Battery manufacture and assembly;
 - Boiler works;
 - Bottling works;
 - Box factories and cooperage;
 - Breweries, distilleries and wineries;
 - Building materials manufacture and assembly, not including cement, clay and metal products;
 - Bus depots;
 - Camera and photographic equipment manufacture and assembly, except film, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
 - Candle manufacture and assembly, not including rendering;
 - Carpet and rug manufacture and assembly;
 - Cement products manufacture and assembly;

- Ceramic, clay and porcelain products manufacture and assembly;
- Chemical products manufacture and assembly, provided no fire or explosive hazard is created;
- Cold storage plants;
- Commercial advertising structure manufacture and assembly;
- Cork manufacture and assembly;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Cotton ginning and cotton wadding and linter manufacture and assembly;
- Dairy products manufactured and assembly;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliance, supplies and equipment manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly; provided that no sensitive electronics or precision parts or equipment are used or manufactured;
- Firearms manufacture and assembly;
- Food and food products manufacture and assembly;
- Forklift rental, sales, service and storage;
- Freight forwarding terminals;
- Furniture manufacture and assembly;
- Glass and glass products manufacture;
- Grain elevators;
- Graphite and graphite product manufacture and assembly;
- Gravel, rock and cement yards;
- Hardware and hand tool manufacture and assembly;
- Ink manufacture and assembly;
- Jute, hemp, sisal and oakum manufacture and assembly;

- Laboratories devoted to experimentation, research and development, with no sensitive electronic or precision parts or equipment;
- Leather and finishing and dyeing, not including tanning and curing;
- Light sheet metal product manufacture and assembly;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons;
- Machine tool manufacture and assembly;
- Machinery manufacture, including light and heavy machines and appliances;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),
 - paper,
 - plastics,

- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Mattress manufacture and assembly;
- Meat product manufacture and assembly not including slaughtering and glue size manufacture;
- Medical hardware manufacture and assembly;
- Metal alloy and foil manufacture and assembly;
- Metal casting and foundries not including magnesium foundries;
- Metal container manufacture and assembly;
- Metal finishing and plating;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Motor and generator manufacture and assembly;
- Motor testing of internal combustion engines;
- Musical instrument manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Optical goods manufacture and assembly;
- Painting, enameling and lacquering shops;
- Paper product manufacture and assembly;
- Paraffin product manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Plastics manufacture and assembly;

- Precious metals reduction, smelting and refining;
- Precision instrument manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Printing, publishing, lithographing, engraving and binding;
- Railroad freight stations, repair shops and yards;
- Railroad stations;
- Retail stores incidental to and on the same site with a permitted use;
- Rubber product manufacture and assembly;
- Salt works;
- Sandblasting;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Shoe polish manufacture and assembly;
- Small boat manufacture and assembly, not including ship building;
- Starch and dextrine manufacture and assembly;
- Steel product manufacture and assembly;
- Stone products manufacture and assembly, including items such as abrasives;
- Storage, sorting, collecting or baling of iron, junk, paper, rags, or scrap metal within a completely enclosed structure;
- Storage yards for commercial vehicles;
- Textile bleaching;
- Textile, knitting and hosiery mills;
- Tobacco curing and processing;
- Trailer rentals, sales and service;
- Transit yards;
- Trucking terminals;
- Union halls;
- Warehouse, except for storage of flammable liquids;

- Watch and clock manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Welding shops;
- Wire and cable manufacture and assembly;
- Wood and lumber processing and woodworking;
- Wool scouring and pulling;
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

17.24.040 - Conditional uses.

Conditional uses shall be permitted in the respective M industrial districts according to the appropriate list below, subject to securing a use permit. The planning director may determine if a use permit is required for accessory structures and uses located on the same site with and necessary for the operation of a conditional use.

A. Conditional uses permitted in the high technology park district (MT-1):

- Accessory commercial uses when in conformity with an adopted specific plan;
- Biotechnology research, development and manufacturing operations;
- Hotels and motels, including restaurants and lounge bars as an integral part thereof, but excluding live and filmed entertainment;
- Planned unit developments as provided in Chapter 17.40;
- Public and private utility facilities and equipment;
- Railroad stations when in conformity with an adopted specific plan;
- Restaurants;
- Schools and colleges when in conformity with an adopted specific plan;
- Warehouse, except for storage of flammable liquids/distribution operations. Notwithstanding, Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

B. Conditional uses permitted in the industrial technology park district (MT):

- Biotechnology research, development and manufacturing operations;
- Planned unit developments as provided in Chapter 17.40;

- Public and private utility facilities and equipment;
- Public buildings and grounds;

Warehouse, except for storage of flammable liquids/distribution operations.-Notwithstanding, section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

C. Conditional uses permitted in the industrial park district (MP):

- Financial institutions;
- Planned unit developments as provided in Chapter 17.40;
- Public buildings and grounds;
- Public and private utility facilities and equipment;
- Restaurants;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation,
 4. No major automobile repairs, such as engine overhaul, transmission and differential repair, body and fender work, and other repairs of a similar nature shall be performed;

— Technical and trade schools;

— The uses listed below shall be permitted with a conditional use permit, provided that on the basis of the use permit application and evidence submitted, the planning commission makes the following findings in addition to the findings prescribed for granting a use permit:

1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses permitted in the MP district with respect to method of operation, type of process, materials, equipment, structures, storage and appearance,
2. That the use will not create significantly more vehicular or rail traffic than the volumes normally created by uses permitted in the MP district,

3. That the use reasonably can be expected to conform with the special conditions prescribed in Section 17.24.120 for uses permitted in the MP district,

Uses:

- Automobile repairing and refurbishing within enclosed buildings,
- Battery manufacture and assembly,
- Boat manufacture and assembly of small boats only, not including shipbuilding,
- Box factories and cooperage,
- Breweries, distilleries and wineries,
- Building materials manufacture and assembly, not including cement, clay and metal products,
- Bus depots,
- Candle manufacture and assembly, not including rendering,
- Carpet and rug manufacture and assembly,
- Cork manufacture and assembly,
- Cotton ginning and cotton wadding and linter manufacture and assembly,
- Dairy products plants,
- Food and food product manufacture, provided that no noxious or offensive fumes or odors are emitted,
- Freight forwarding terminals, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming freight forwarding terminal use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Furniture manufacture and assembly,
- Glass and glass product manufacture and assembly,
- Lumberyards, not including planing mills or sawmills,
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons,
- Mattress manufacture and assembly,
- Metal container manufacture and assembly

- Metal finishing and plating,
- Motor and generator manufacture and assembly
- Painting, enameling and lacquering shops,
- Paper product manufacture and assembly,
- Paraffin product manufacture and assembly,
- Plastics manufacture and assembly,
- Porcelain manufacture and assembly,
- Railroad stations,
- Shoe polish manufacture and assembly,
- Storage yards for commercial vehicles,
- Trailer rentals, sales and service,
- Transit yards,
- Trucking terminals,
- Watchman's living quarters incidental to and on the same site with a permitted use,
- Warehouse, except for storage of flammable liquids/distribution operations, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Welding shops,
- Woodworking shops, including only incidental millwork conducted within a completely enclosed structure.

D. Conditional uses permitted in the limited industrial district (ML):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Financial institutions;
- Freight forwarding terminals; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming Freight forwarding terminal use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a

nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).

- Planned unit developments as provided in Chapter 17.40;
- Public buildings and grounds;
- Public and private utility facilities and equipment;
- Restaurants;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation;
- Technical and trade schools;
- The uses listed below shall be permitted with a conditional use permit, provided that on the basis of the use permit application and evidence submitted, the planning commission makes the following findings in addition to the findings prescribed for granting a use permit:
 1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses permitted in the ML district with respect to method of operation, type of process, materials, equipment, structures, storage and appearance,
 2. That the use will not create significantly more vehicular or rail traffic than the volumes normally created by uses permitted in the ML district,
 3. That the use reasonably can be expected to conform with the special conditions prescribed in Section 17.24.120 for uses permitted in the ML district,

Uses:

- Aircraft and aircraft accessories and parts manufacture and assembly,
- Automobile, truck and trailer manufacture and assembly, including accessories and parts,
- Boiler works,
- Cement product manufacture and assembly,

- Chemical product manufacture and assembly provided no fire or explosive hazard is created,
- Clay product manufacture and assembly,
- Firearms manufacture and assembly,
- Food processing, roasting, refining, pasteurizing and extracting, not including processing of meat or fish,
- Grain elevators,
- Graphite and graphite process manufacture and assembly,
- Gravel, rock and cement yards,
- Ink manufacture and assembly,
- Jute, hemp, sisal and oakum products manufacture and assembly,
- Leather and fur finishing and dyeing, not including tanning and curing,
- Machine tool manufacture and assembly,
- Machinery manufacture and assembly, including light and heavy machines and appliances,
- Meat product processing and packaging, not including slaughtering and glue size manufacture,
- Metal alloy and foil manufacture and assembly,
- Metal casting and foundries not including magnesium foundries,
- Motor testing of internal combustion engines,
- Precious metals reduction, smelting and refining
- Railroad freight stations, repair shops and yards,
- Rubber product manufacture and assembly,
- Salt works,
- Sandblasting,
- Starch and dextrine manufacture and assembly
- Steel and structural steel product manufacture and assembly,
- Stone product manufacture and assembly, including items such as abrasives,

- Storage, sorting, collecting or baling of iron, junk, paper, rags, or scrap metal within a completely enclosed structure,
- Textile bleaching,
- Textile, knitting and hosiery mills,
- Tobacco curing and processing,
- Warehouse, except for storage of flammable liquids/distribution operations, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Watchman's living quarters incidental to and on the same site with a permitted use,
- Wire and cable manufacture and assembly,
- Wood and lumber processing and woodworking,
- Wool scouring and pulling.

E. Conditional uses permitted in the general industrial district (MG):

- Airports and heliports;
- Asphalt and asphalt product manufacture and assembly;
- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Cement, lime, gypsum and plaster of paris manufacture;
- Charcoal, lampblack and fuel briquette manufacture;
- Chemical manufacture with potential fire or explosive hazard;
- Coal, coke and tar products manufacture and assembly;
- Drop forges;
- Explosives manufacture and assembly, including fireworks;
- Film manufacture and assembly;
- Financial institutions;
- Fish products manufacture;

— Freight forwarding terminals; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming freight forwarding terminal use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).

- Gas manufacture and storage;
- Gelatin, glue or size manufacture from animal or fish refuse;
- Lard manufacture;
- Linoleum or oil cloth manufacture and assembly;
- Magnesium foundries;
- Manure, peat and topsoil processing and storage;
- Match manufacture and assembly;
- Metal and metal ores reduction, refining, smelting and alloying;
- Motor vehicle wrecking yards;
- Paint manufacture including enamel, lacquer, shellac, turpentine and varnish;
- Paper manufacture and assembly;
- Petroleum and petroleum products refining;
- Planned unit developments as provided in Chapter 17.40;
- Public and private utility facilities and equipment;
- Public buildings and grounds;
- Recycling plants;
- Restaurants;
- Rifle ranges;
- Rolling mills;
- Rubber manufacture or processing;
- Sensitive electronic or precision parts or equipment used or manufactured as part of a permitted use;
- Service stations, subject to the following conditions:

1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation;
- Soap manufacture including rendering of fats or oils;
 - Steam plants;
 - Storage of flammable liquids;
 - Tallow manufacture;
 - Tanneries and storage and curing of rawhides;
 - Technical and trade schools;
 - Warehouse, except for storage of flammable liquids/distribution operations; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven (7) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
 - Watchman's living quarters incidental to and on the same site with a permitted use;
 - Wood and bones distillation;
 - Wood pulp and fiber reduction and processing.

CITY OF NEWARK PLANNING COMMISSION

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4330 • FAX 510-578-4265

City Administration Building
7:30 p.m.
City Council Chambers

MINUTES

Tuesday, June 13, 2017

THERE WAS NO RECORDING MADE FOR THIS MEETING.

A. ROLL CALL

At 7:31 p.m., Chairperson Nillo called the meeting to order. All Planning Commissioners were present.

B. MINUTES

B.1 Approval of Minutes of the regular Planning Commission meeting of Tuesday, May 9, 2017.

Vice-Chairperson Bridges moved, Commissioner Fitts seconded, to approve the Minutes of May 9, 2017. The motion passed 5 AYES.

C. WRITTEN COMMUNICATIONS

None.

D. ORAL COMMUNICATIONS

None.

E. PUBLIC HEARINGS

E.1 Hearing to consider Z-17-9, a text amendment to Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process to allow City Council to Determine if there are any negative impacts to the surrounding area. (CONTINUED FROM MAY 9, 2017).

Deputy Community Development Director Interiano gave the staff report.

Assistant City Manager Grindall stated written communication received by Cox Castle Nicholson is being provided to the Planning Commission.

Answering Commissioner Aguilar, DCDD Interiano confirmed the 6 month abandonment rule will be extended to 7 years, and a building could be 100% destroyed without triggering the Conditional Use Permit (CUP) process.

Answering Chairperson Nillo, ACM Grindall stated no discretionary review by the Planning Department would be needed for a rebuild.

Chairperson Nillo opened the Public Hearing.

Mr. Clark Morrison, Cox Castle Nicholson, 50 California Street, Suite 3200, San Francisco, CA 94111, representing DCT Industrial Trust, asked the following questions: 1) Why is a CUP process necessary; 2) Why are warehouses being targeted; 3) Why retroactively rezoning; and 4) Why move current businesses to a legal non-conforming use.

Answering Commissioner Aguilar, ACM Grindall stated an upsurge in warehouse uses prompted the zoning code change and the process does not allow anything other than proactive changes.

Answering Commissioner Fitts, ACM Grindall replied neighboring Cities varies in listing warehouse use as permitted or conditional.

Mr. Clark Morrison stated his belief that businesses will be impacted by potential tenants going to a City that does not require a CUP and request this Item be continued.

Answering Chairperson Nillo, ACM Grindall stated staff believes a continuance is not necessary and any property owner could apply and obtain a CUP prior to any tenants approaching them.

Motion made by Vice-Chairperson Bridges, seconded by Commissioner Otterstetter, to approve Resolution 1942, recommending the City Council approve Z-17-9, a text amendment to Title 17 (Zoning) of the Newark Municipal Code, to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to acquire a Conditional Use Permit. Motion passed 5 AYES.

- E.2 Hearing to consider P-17-11, a planned unit development, and U-17-12, a conditional use permit, for a two-day night market special event to be held on July 7 and 8, 2017, in the NewPark Mall parking lot (APN: 901-0111-025). NewPark Mall is bounded, generally, to the north by Mowry Avenue, to the west by Cedar Boulevard, to the south by Balentine Drive, and to the east by Interstate 880 (Nimitz Freeway).**

Mr. Clark stated he has read and agrees to the Conditions listed in Resolution 1941.

Answering Vice-Chairperson Bridges, ACM Grindall stated a Motion could be made that the new entry/exit design be incorporated into all of the Exhibits.

Mr. Michael DiGeronimo, Miller Starr Regalia, 1331 North California Boulevard, 5th Floor, Walnut Creek, CA 94596, representing the Ladrechs, owners of several properties in the Rosemont Shopping Center, suggested that the Shopping Center's trees be trimmed, the McDonald's building width be limited to 90', the menu board be relocated closer to the drive-thru pick-up window, and a Condition be added that in the event the main shopping center's drive aisle is impacted the City could stop operation of the drive-thru until the issue is resolved.

Answering Vice-Chairperson Bridges, Mr. Eric Ladrech, 35156 Newark Boulevard, Newark, CA 94560, stated there is someone who expressed interest in the empty Mi Pueblo site.

Answering Commissioner Fitts, ACM Grindall stated staff did not believe tree trimming would be appropriate.

Motion made by Commissioner Fitts, seconded by Commissioner Aguilar, to approve Resolution 1941, with revised Exhibits to reflect the new entry/exit points, approving an amendment to P-74-1, a planned unit development, and U-74-1, a conditional use permit to rebuild an existing McDonald's Restaurant at 35192 Newark Boulevard (APN: 92A-720-10). Motion passed 5 AYES.

 **E.2 Hearing to consider Z-17-9, a text amendment to Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process to allow City Council to Determine if there are any negative impacts to the surrounding area.**

ACM Grindall stated due to comments received by various members of the business community, staff recommends this Item be continued.

Motion made by Vice-Chairperson Bridges, seconded by Commissioner Aguilar, to continue this Item to the June 13 Planning Commission Meeting. Motion passed 5 AYES.

F. STAFF REPORTS

None.

F.1 Authorization for the City Manager to sign Task Order No. 14 to the Joint Powers Agreement with the City of Fremont for Case Management services – from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – Case Management is a vital component of the services offered through the City of Newark Senior Services program. It targets frail, homebound Newark seniors, striving to keep the elder person in their own home rather than being institutionalized. An assessment is made of the senior’s overall well-being, including health (physical and mental), financial, transportation and/or housing needs, personal safety issues, and the ability to care for themselves, either on their own or with assistance. If appropriate, a care plan for services is begun to assist the client with whatever services are needed and to provide ongoing monitoring of the client and the services put in place.

The Case Management Program receives referrals from the Police and Fire Departments. As first responders they encounter elderly that need assistance on many levels. The case manager is the answer to many of these referrals. Case Management services often result in the elimination of repeated callouts for the Police and Fire Departments as a crisis situation receives prompt intervention. This allows safety personnel to focus on other business within the City, thereby not straining the City’s safety resources. With ever-increasing demands on City staff, it is reassuring to know that assistance is available for the City’s most vulnerable residents.

The City has contracted for Case Management services with the City of Fremont since July 1, 1997. The Fiscal Year 2016-2017 agreement was in the amount of \$5,000 and provided one and one half hours of Case Management services per week. Staff is recommending that the Case Management funding for Fiscal Year 2017-2018 remain at \$5,000. Based on the number of cases opened during the current fiscal year, it appears that one and one half hour of service per week will be sufficient to meet the needs of Newark clients. If demand exceeds the available funding, new clients may be placed on a waiting list or directed to other fee-based agencies until the case load can accommodate them.

City staff and the City Attorney have reviewed the agreement and recommend that it be approved.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign Task Order No. 14 to the Joint Powers Agreement with the City of Fremont for Case Management Services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO SIGN
TASK ORDER NO. 14 TO THE JOINT POWERS AGREEMENT
WITH THE CITY OF FREMONT FOR CASE MANAGEMENT
SERVICES

WHEREAS, the City entered into an agreement entitled Joint Powers Agreement between the City of Newark and the City of Fremont on August 17, 2009; and

WHEREAS, the City of Fremont agreed to preform services in accordance with Task Orders issued by the City of Newark; and

WHEREAS, the City of Newark wishes to request Case Management services for the 2017-2018 program year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark be and is hereby authorized to sign Task Order No. 14 to the Joint Powers Agreement with the City of Fremont for Case Management services, said agreement on file in the Office of the City Clerk.

TASK ORDER NO. 14 TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF NEWARK AND THE CITY OF FREMONT

This Task Order No. 14 ("Task Order") is made and entered into by and between the City of Newark, a municipal corporation ("Newark"), and the City of Fremont, a municipal corporation ("Fremont").

RECITAL

A. Newark and Fremont entered into an agreement entitled Joint Powers Agreement between the City of Newark and the City of Fremont ("Agreement"), by which Fremont agreed to perform services in accordance with Task Orders issued by Newark.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
- 2. **SCOPE OF TASK ORDER.** Fremont shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
- 3. **PAYMENT.** For services performed by Fremont in accordance with this Task Order, Newark will compensate Fremont in accordance with the terms and conditions of the Agreement, in an amount not to exceed \$5,000 (five thousand dollars), as described in Exhibit "B," attached hereto and incorporated by reference.
- 4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Newark and Fremont.

IN WITNESS WHEREOF, the Newark and Fremont do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

CITY OF NEWARK

Signature: _____

Signature: _____

By: Suzanne Shenfil, Human Services Director

By: John Becker, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signature: _____

Signature: _____

By: Nellie Ancel

By: David Benoun

Title: Senior Deputy City Attorney II

Title: City Attorney

EXHIBIT A TO TASK ORDER NO. 14
SCOPE OF SERVICES – Case Management Services

2017-2018 Program Year

1. GENERAL DESCRIPTION: TIME

1.1. To assist frail elderly residing in Newark to remain living independently in their homes for as long as possible. This service is an individualized service that assists low income, functionally impaired older adults in obtaining needed health, economic, and social services to retain independent living in the community, thereby delaying or preventing institutionalization.

2. PERSONNEL

a. Personnel to be supplied will include a professional Case Manager and whenever feasible a Case Management intern, as approved by Newark. Case management services provided will include but are not limited to the services outlined below (see paragraph 3).

3. SERVICE REQUIREMENTS

a. Services that offer individualized casework that promote and maintain the optimum level of functioning in the least restrictive setting possible are to be provided to the frail elderly residents of Newark who are in need of assistance.

b. Services that the Case Manager and Case Management intern will provide include:

(1) Comprehensive Needs Assessment

A comprehensive evaluation of the older person's health, financial, environmental, and social needs through home visits.

(2) Care Planning

Based on the assessment, a care plan is developed that is realistic, attainable, and affordable. The development of the care plan is a cooperative effort between the older person, the case manager, the family, and any others involved in the care of that person.

(3) Service Coordination

Services identified in the care plan are arranged and coordinated, drawing on the client's family or other social supports wherever practical.

(4) Follow Up

Follow up on services is provided to ensure that services are obtained and provided adequately to meet the needs of the client, modifying the care plan when necessary.

(5) Monitoring

After the care plan has been implemented, ongoing monitoring of the client situation is provided to determine progress and whether modification of the care plan is needed.

c. Schedule

- (1) A Case Manager will be assigned to Newark throughout the life of the Agreement, unless otherwise requested by Newark. The Case Manager will provide one and one-half hours of service per week to Newark. A case manager or case management intern will be available to provide service and phone consultation on an as needed basis each week, Monday through Friday.

d. Specific Program Goals

- (1) Various forms of outreach will be completed by the Case Manager intern including providing educational talks to target groups, writing short articles for local media, and other outreach as needed.
- (2) Contractor will provide information and referrals to Newark.
- (3) All cases, under normal circumstances, will be screened and assisted by the Case Management intern.
- (4) Documentation of case management services provided to each client will be kept in a manner consistent with the Contractor's existing practice. Service statistics will be maintained and submitted to City of Newark staff on a monthly basis, and as otherwise requested. Fremont will obtain agreement from clients to provide Newark access to all records of Newark residents, including written summaries and copies of records.

EXHIBIT B TO TASK ORDER NO. 14
Budget

2017-2018 Program Year

The City of Newark will pay the City of Fremont for personnel and overhead costs associated with the Case Management Program. Costs are itemized below.

PERSONNEL

Part Time Case Manager	\$4,037
\$51.76/hr. x 1.5 hrs/wk x 52 weeks	

TOTAL PERSONNEL COSTS	<u>\$4,037</u>
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Overhead	\$ 963
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TOTAL BUDGET	\$5,000
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F.2 Approval of plans and specifications, acceptance of bid and award of contract to Pavement Coatings Company for the 2017 Street Slurry Seal Program, Project 1142 – from Associate Civil Engineer Tran. (MOTION)(RESOLUTION)

Background/Discussion – This project scope of work includes an application of sand, aggregate, and asphalt emulsion mixture and pavement re-striping on various City streets.

Bids for the project were opened on June 20, 2017 with the following results:

Bidder	Amount
Pavement Coatings Company	\$ 215,188.21*
Bond Blacktop, Inc.	231,238.99
VSS International, Inc.	244,302.68*
American Asphalt Repair and Resurfacing Company, Inc.	262,895.53
Graham Contractors, Inc.	270,504.70
Intermountain Slurry Seal, Inc.	273,754.17*
Sierra Nevada Construction, Inc.	285,007.00
Telfer Pavement Technologies, LLC	305,037.95
Engineer's Estimate	\$ 250,000.00

**Corrected for mathematical error*

The 2016-2018 Biennial Budget includes sufficient funding for this project in Fiscal Year 2016-2017 through a combination of Alameda County Measure B/BB Sales Tax funds, Vehicle Registration Fee funds, and the Traffic Congestion Relief Fund.

Staff recommends that this project be awarded to the lowest responsible bidder, Pavement Coatings Company.

Attachment

Action – It is recommended that the City Council, by motion, approve the plans and specifications and by resolution, accept the bid and award the contract to Pavement Coatings Company for 2017 Street Slurry Seal Program, Project 1142.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE BID AND AWARDING THE
CONTRACT TO PAVEMENT COATINGS COMPANY FOR
THE 2017 STREET SLURRY SEAL PROGRAM,
PROJECT 1142

BE IT RESOLVED that the City Council of the City of Newark does hereby find that Pavement Coatings Company was the lowest responsible bidder for the 2017 Street Slurry Seal Program, Project 1142, in the City of Newark;

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of 2017 Street Slurry Seal Program, Project 1142, according to the plans, specifications, and terms of said bid.

F.3 Approval of Contractual Services Agreements with Hexagon Transportation Consultants, Inc. and Omni-Means, Ltd. for Traffic Engineering and Transportation Planning Services and authorization to amend the 2016-2018 Biennial Budget and Capital Improvement Plan for fiscal year 2017-2108 to provide additional funding for said Contractual Services Agreements – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – In accordance with the City’s Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Qualifications (RFQ) for Traffic Engineering and Transportation Planning services. RFQs were sent to firms previously under contract with the City and firms that expressed interest in receiving RFQs. The RFQs specified that selection would be made based on quality and completeness of submissions as well as a firm’s experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules.

Traffic engineering and transportation planning services may include, but may not be limited to, traffic signal design, timing, coordination and warrant studies; review of traffic signal plans, traffic impact studies; travel demand modeling; corridor and intersection analyses; parking studies; planning and design of bicycle and pedestrian facilities; transportation demand management strategies; and traffic calming assessment and design.

The City does not currently have the in-house expertise, equipment or analytical software required to perform all of the traffic engineering and transportation planning services described above. Use of on-call consultants to provide these specialized services allows staff access to the required expertise on an as-needed basis and avoids the need to enter into separate agreements for each task. The end result would be more timely delivery of traffic engineering and transportation planning services for the Newark community.

Staff received a total of four statements of qualifications and evaluated and ranked them based on completeness and responsiveness to the RFQs. Staff is recommending the selection two different consultant firms – Hexagon Transportation Consultants, Inc. and Omni Means, Ltd. – to provide on-call traffic engineering and transportation planning services. Use of two firms will avoid concerns regarding conflict of interest should a traffic study or improvement plans prepared by one of the selected consultants require peer review by an outside consultant.

2017 Citywide Traffic Speed Survey

One of the first tasks assigned under the on-call agreements for traffic engineering and transportation planning services will be the preparation of the 2017 Citywide Traffic Speed Survey. The designation of speed limits on public streets is regulated by the California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (MUTCD). Per the CVC, speed limits may not be enforced by radar unless the speed limit has been justified by an Engineering and Traffic Survey. The previous Citywide Traffic Speed Survey was conducted in 2012.

A Request for Proposals (RFP) to prepare the 2017 Citywide Traffic Speed Survey was sent to the two consultants selected to provide on-call traffic engineering services. The RFP specified that selection would be made based on quality and completeness of submissions as well as a firm's experience preparing similar studies, satisfaction of previous clients, and proposed schedule and fee proposal. Based on the proposals received, staff recommends the selection of Omni-Means, Ltd. to prepare the 2017 Citywide Traffic Speed Survey.

Contractual Services Agreements

Staff is recommending the approval of Contractual Services Agreements for on-call traffic engineering and transportation services with two different consultant firms, each with a not to exceed amount as indicated below

- Hexagon Transportation Consultants, Inc. – \$35,000
- Omni-Means, Ltd. – \$60,000

Both agreements will be for the remainder of the 2017-18 fiscal year, beginning on July 13, 2017 and expiring on June 30, 2018, renewable for two (2) additional one (1) year terms upon mutual consent of the City and selected consultant, subject to available funding. Under the terms of the agreements, the selected firms will provide the requested services based upon the adopted compensation rates.

Staff requests authorization to amend the 2016-2018 Biennial Budget and Capital Improvement Plan to add \$50,000 to fiscal year 2017-18 for traffic engineering and transportation planning consultant services. The 2016-2018 Biennial Budget and Capital Improvement Plan also includes \$45,000 in fiscal year 2017-18 for the Citywide Speed Survey, Project 1184. These funds would be used to fund, in part, the Contractual Services Agreement for Omni-Means, Ltd. for performance of the 2017 Citywide Speed Survey.

Attachments

Action – It is recommended that the City Council, by resolution approve Contractual Services Agreements with Hexagon Transportation Consultants, Inc. and Omni-Means, Ltd. for Traffic Engineering and Transportation Planning Services and amend the 2016-2018 Biennial Budget and Capital Improvement Plan for fiscal year 2017-2018 to provide additional funding for said Contractual Services Agreements.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING CONTRACTUAL SERVICES AGREEMENTS WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. AND OMNI-MEANS, LTD. FOR TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES AND AMENDING THE 2016-2018 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017-2018 TO PROVIDE ADDITIONAL FUNDING FOR SAID CONTRACTUAL SERVICES AGREEMENTS

WHEREAS, the Public Works Department issued Requests for Qualifications for traffic engineering and transportation planning services; and

WHEREAS, a total of four statements of qualifications were received and evaluated by staff based on the quality and completeness of submissions, experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules; and

WHEREAS, based on staff's evaluation, Hexagon Transportation Consultants, Inc. and Omni-Means, Ltd. were determined to be the most qualified firms to provide the requested services; and

WHEREAS, the Public Works Department issued a Request for Proposals to Hexagon Transportation Consultants, Inc. and Omni-Means, Ltd. for the preparation of the 2017 Citywide Traffic Speed Survey; and

WHEREAS, proposals were received from each of the two firms and evaluated for responsiveness and responsibility;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve Contractual Services Agreements with Hexagon Transportation Consultants, Inc. in an amount not to exceed \$35,000 and Omni-Means, Ltd. in an amount not to exceed \$60,000 for traffic engineering and transportation planning services.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Mayor of the City of Newark to sign the Contractual Services Agreements, attached hereto.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to renew each aforementioned Contractual Services Agreement for up to two (2) additional one (1) year terms upon mutual consent of the City and the selected consultant, subject to prior funding approval by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby approves amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan to add \$50,000 to fiscal year 2017-18 for the aforementioned Contractual Services Agreements, as follows:

From:

020-0000-2991	Unallocated Fund Balance	\$50,000
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To:

020-2015-5271	Engineering Division Professional and Special Services	\$50,000
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**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 22nd day of June, 2017 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **OMNI-MEANS, LTD.**, a California Corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call traffic engineering and transportation planning services.

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Engineer and incorporated herein by reference; and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the Proposal, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. **COMPENSATION.**

A. **"Not to Exceed" Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Sixty Thousand and No/100 Dollars (\$60,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant's Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the Proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the Proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are

to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2018. At the end of the term, the City may renew this Agreement for two one-year terms as authorized by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

OMNI-MEANS, LTD.

CITY OF NEWARK

PETER GALLOWAY

PUBLIC WORKS DIRECTOR

Project Manager

Administrator

Address: Omni-Means, Ltd.
2300 Clayton Road, Suite 920
Concord, CA 94520

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

19. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

OMNI-MEANS, LTD.
a California corporation

By _____
City of Newark

By _____

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Consultant services shall include, but not be limited to the following tasks:

➤ **Traffic Engineering**

- Traffic signal timing and coordination
- Traffic signal design
- Review of traffic signal plans submitted as part of private developments
- Complete Street Policy design elements and implementation plans
- Design of Green Infrastructure concepts
- Traffic impact studies
- Intelligent Transportation System (ITS) applications
- ITS communication needs
- Travel demand modeling
- Corridor and intersection analysis, including operations, safety, and level of service
- Warrant studies
- Review/prepare construction detour plans
- Parking studies
- Signing, marking, and striping plans
- Roadway, intersection, and roundabout design
- Develop technical information for grant applications (TFCA, OTS, PASS, HSIP etc.)
- Review Countywide Transportation Model; coordinate with County's consultant and provide traffic/transportation data as required
- Review Transportation section of Environmental Impact Reports

➤ **Transportation Planning**

- Street circulation planning and design
- Bicycle facility planning and design
- Pedestrian facility planning and design
- Transit planning, design and operations
- Transportation systems management/transportation demand management strategies
- Traffic calming assessment and design
- Assist with environmental studies
- Data collection for all transportation modes; including but not limited to traffic counts, vehicle classification counts, parking surveys, origin-destination surveys, GPS data collection, and assessment of existing conditions
- Cost estimates (planning level)
- Public outreach – Tasks may include developing materials for the public. This may include content for the City's web site

- Preparation of grant applications
- Preparation of plan documents
- Feasibility studies – all modes
- GPS field data collection, inventory management, and GIS integration.
- Traffic Sign Retroreflectivity standards implementation and traffic sign inventory data management

EXHIBIT B

PAYMENT

Title	Classification	
	Range	Hourly Rates
Project Manager	1 - 4	\$140 to \$260
Resident Engineer	1 - 3	\$140 to \$200
Engineer	1 - 5	\$82 to \$235
Traffic Engineer	1 - 5	\$82 to \$235
Planner	1 - 4	\$56 to \$175
Landscape Architect	1 - 4	\$70 to \$180
Office Surveyor	1 - 4	\$56 to \$175
Field Surveyor	1 - 4	\$56 to \$175
Field Inspector	1 - 4	\$56 to \$175
Graphic Artist	1 - 3	\$56 to \$101
Designer	1 - 3	\$72 to \$152
Technician	1 - 4	\$50 to \$122
Clerical	1 - 3	\$32 to \$90
Intern	1 - 3	\$30 to \$60
1-Person Survey Crew		\$155 to \$175
2-Person Survey Crew		\$125 to \$260
3-Person Survey Crew		\$160 to \$325

Reimbursable Charges. Reimbursable charges include, but are not limited to, in-house reproduction, travel subsistence, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.10 x cost.

Billing Rates. Billing rates include overhead, equipment, space rental, etc. Billing rates are subject to increases due to union agreements and salary increases. Principal's time on projects is chargeable up to \$320.00/hr.

Expert Witness Rates. Deposition and trial testimony: \$350 per hr, 4/hr minimum. Meetings and preparation are at normal professional staff rates.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

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WITNESSETH:

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WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Engineer and incorporated herein by reference; and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

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Invoices shall be sent to:

City of Newark
Public Works Department
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D. **Consultant's Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the Proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the Proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are

to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12, except professional liability, shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. **REPORTING DAMAGES**. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the extent permitted by law, Consultant shall defend and indemnify the City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type to the extent caused by Consultant's performance of Services, or any negligent act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duty to defend include, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; reimbursement of reasonable defense costs, including but not limited to reimbursement of reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2018. At the end of the term, the City may

renew this Agreement for two one-year terms as authorized by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

**HEXAGON TRANSPORTATION
CONSULTANTS, INC.**

CITY OF NEWARK

BRETT WALINSKI

PUBLIC WORKS DIRECTOR

Vice President

Administrator

Address: Hexagon Transportation
Consultants, Inc.
7901 Stoneridge Dr., Suite 202
Pleasanton, CA 94588

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

19. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

HEXAGON TRANSPORTATION
CONSULTANTS, INC.
a California corporation

By _____
City of Newark

By _____

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

Consultant services shall include, but not be limited to the following tasks:

➤ **Traffic Engineering**

- Traffic signal timing and coordination
- Traffic signal design
- Review of traffic signal plans submitted as part of private developments
- Complete Street Policy design elements and implementation plans
- Design of Green Infrastructure concepts
- Traffic impact studies
- Intelligent Transportation System (ITS) applications
- ITS communication needs
- Travel demand modeling
- Corridor and intersection analysis, including operations, safety, and level of service
- Warrant studies
- Review/prepare construction detour plans
- Parking studies
- Signing, marking, and striping plans
- Roadway, intersection, and roundabout design
- Develop technical information for grant applications (TFCA, OTS, PASS, HSIP etc.)
- Review Countywide Transportation Model; coordinate with County's consultant and provide traffic/transportation data as required
- Review Transportation section of Environmental Impact Reports

➤ **Transportation Planning**

- Street circulation planning and design
- Bicycle facility planning and design
- Pedestrian facility planning and design
- Transit planning, design and operations
- Transportation systems management/transportation demand management strategies
- Traffic calming assessment and design
- Assist with environmental studies
- Data collection for all transportation modes; including but not limited to traffic counts, vehicle classification counts, parking surveys, origin-destination surveys, GPS data collection, and assessment of existing conditions
- Cost estimates (planning level)
- Public outreach – Tasks may include developing materials for the public. This may include content for the City's web site

- Preparation of grant applications
- Preparation of plan documents
- Feasibility studies – all modes
- GPS field data collection, inventory management, and GIS integration.
- Traffic Sign Retroreflectivity standards implementation and traffic sign inventory data management

EXHIBIT B

PAYMENT

<u>Professional Classification</u>	<u>Rate per Hour</u>
President	\$270
Principal	\$225
Senior Associate II	\$210
Senior Associate I	\$195
Associate II	\$175
Associate I	\$160
Planner/Engineer II	\$140
Planner/Engineer I	\$125
Admin/Graphics	\$105
Senior CAD Tech	\$95
Technician	\$75

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective January 1, 2017 and subject to change January 1, 2018.

F.4 Approval of specifications, acceptance of bid, and award of contract to Bayside Heating and Air Conditioning, Inc., for Silliman Activity Center – HVAC Unit Replacements, Project 1152, with commissioning by Syserco, Inc. – from Maintenance Supervisor Connolly. (MOTION)(RESOLUTION)

Background/Discussion- The 2016-2018 Biennial Budget and Capital Improvement Plan includes funding for Silliman Activity Center – HVAC Unit Replacements, Project 1152. The project scope includes the replacement of eleven heating, ventilation and air-conditioning (HVAC) package units at the Phase 1 portion of the Silliman Activity and Family Aquatic Center. These units are now seventeen years old and have reached the end of their recommended life cycle. Currently, the unit that supplies conditioned air to the Atrium area is non-operational and has been tentatively scheduled for replacement in late July 2017. The remaining ten units that are still operational would be replaced later in 2017 so that additional service interruptions do not take place during the warm summer months.

Bids for the project were opened on Tuesday, June 13, 2017 with the following results:

Bidder	Amount
Bayside Heating and Air Conditioning, Inc.	\$185,831
ACCO Engineered Systems	\$186,131
Foothill Air Conditioning and Heating, Inc.	\$198,200
Engineer's Estimate	\$230,000

Staff recommends that this project be awarded to the lowest responsible bidder, Bayside Heating and Air Conditioning, Inc.

It is further recommended that commissioning of the replacement HVAC package units to the building's energy management software, Alerton DDC Control System, be conducted by Syserco, Inc., the City's sole source vendor for these services, at a cost not to exceed \$45,000. HVAC commissioning involves comprehensive testing and evaluation of a new mechanical system along with programming integration with the existing building control system to ensure peak performance. The total project budget is \$275,000.

Attachment

Action - It is recommended that the City Council, by motion, approve the specifications, and by resolution, accept the bid and award the contract to Bayside Heating and Air Conditioning, Inc. for Silliman Activity Center – HVAC Unit Replacement, Project 1152, with commissioning by Syserco, Inc.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT TO BAYSIDE HEATING AND AIR CONDITIONING, INC. FOR SILLIMAN ACTIVITY CENTER – HVAC UNIT REPLACEMENTS, PROJECT 1152, WITH COMMISSIONING BY SYSERCO, INC.

WHEREAS, the 2016 – 2018 Biennial Budget and Capital Improvement Plan includes funding for Silliman Activity Center – HVAC Unit Replacement, Project 1152 for the replacement of eleven heating, ventilation, and air-conditioning (HVAC) package units that have reached the end of their recommended life cycle; and

WHEREAS, the proposed replacement package units will require commissioning by Syserco, Inc., the City's sole source vendor for these services, not to exceed a cost of \$45,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find that Bayside Heating and Air Conditioning, Inc. was the lowest responsible bidder for Silliman Activity Center – HVAC Unit Replacement, Project 1152, in the City of Newark; and

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the completion of Silliman Activity Center – HVAC Unit Replacement, Project 1152, according to the specifications and terms of said bid, with commissioning of the HVAC package units by Syserco, Inc.

F.5 Approval of the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA); and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group – from Human Resources Director Abe. (RESOLUTIONS-4)

Background/Discussion – Tentative agreements have been reached on Memoranda of Understanding (MOU’s) with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA). The labor agreements span a two year term from July 1, 2017 through June 30, 2019. Similar compensation and benefit plans are recommended for Management and Confidential employees.

The proposed two-year plans and MOU’s include the following provisions:

- A four (4) percent general salary increase on July 1, 2017.
- A four (4) percent general salary increase on July 1, 2018.
- A gradual increase to the City’s partial contribution for medical insurance. The City currently contributes a total monthly amount of \$428 to assist employees in purchasing medical, dental and/or vision insurance. As proposed, this amount will increase from \$428 to \$733 per month effective July 1, 2017, to \$780 per month effective January 1, 2018, and to \$813 per month effective January 1, 2019.
- Specific changes in each plan and MOU are highlighted therein.

Attachments

Action - It is recommended that the City Council, by resolutions, adopt the Memoranda of Understanding for the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA), and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A MEMORANDUM OF
UNDERSTANDING FOR THE NEWARK ASSOCIATION OF
MISCELLANEOUS EMPLOYEES (NAME)

WHEREAS, the Memorandum of Understanding (MOU) for the Newark Association of Miscellaneous Employees (NAME), dated July 1, 2017 is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the MOU hereinbefore referenced for NAME, effective July 1, 2017;

BE IT FURTHER RESOLVED that Resolution No. 10398 pertaining to the NAME MOU is hereby repealed effective June 30, 2017, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1, 2017

THROUGH

JUNE 30, 2019

ADOPTED

July 13, 2017

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ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
A.2	Salary List
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWARK
AND THE
NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES**

I. RECOGNITION

The City recognizes the Newark Association of Miscellaneous Employees (NAME), herein referred to as the "Association," as the majority representative for regular full-time and regular part-time miscellaneous employees in the classifications listed in Attachment A. The City also recognizes the Association as the majority representative for any new classifications, which should be assigned to the representation unit by the City Manager.

II. TERM

This agreement shall be in effect from July 1, 2017 through June 30, 2019.

III. DEFINITIONS

- A. "Base Salary." The term "base salary" shall mean salary, 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, 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 Association. Only those provisions of this Memorandum of Understanding that refer to regular part-time employees shall apply to regular part-time employees.
- D. "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.
- E. "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 38 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.
- "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.)

F. "Seniority." The term "seniority" shall mean an employee's date of employment adjusted for any absence without pay of thirty (30) calendar days or more, not including protected leaves. When a leave of absence without pay is 30 days or more, not including protected leaves, adjustments to seniority shall be made by deducting one month of seniority for each month of absence without pay. In calculating seniority adjustments, seniority will not be granted for any months where an employee was not actually working or on compensated leave for at least one-half the regularly scheduled workdays in a month. Seniority shall be used for computation of vacation accrual rates, application of layoff procedures, and calculation of anniversary dates. When an employee's status is changed from regular part-time to regular full-time, the employee's seniority as a regular full-time employee shall include prorated service credit for service as a regular part-time employee. Prorated service shall be determined based on the employee's authorized work schedule of half-time or three-quarter time. (Example: Ten years of part-time service in an authorized half-time position would count as five years full-time service credit and in an authorized three-quarter time position would count as 7.5 years full-time service credit). The employee's seniority shall be adjusted to include the prorated service credit.

IV. SALARY INCREASE

A. General Salary Increase

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

- a. Effective July 1, 2017, salary increase shall be four percent (4%)
- b. Effective July 1, 2018, salary increase shall be four percent (4%)

V. BENCHMARK CLASSIFICATIONS

A. The City and Association agree that the following list of Benchmark Classifications will be used by the City for the purpose of compensation surveys of similar labor market classifications within the cities of Fremont, Foster City, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification

Accounting Assistant II

Building Inspector/Zoning Enf. Ofcr.

Newark Classification

Accounting Assistant I
Accounting Assistant II
Cashier
Collections Assistant
Finance Technician
Finance Technician II
Recycling Assistant

Bldg. Inspector/Zoning Enforcement Ofcr.

	Community Preservation Specialist Engineering Technician III Public Works Inspector Sr. Bldg. Inspector/Zoning Enforcement Ofcr.
Administrative Support Specialist II	Admin. Support Specialist I Admin. Support Specialist II Senior Administrative Support Specialist
Engineering Technician I	Engineering Aide I Engineering Technician I Engineering Technician II Field Assistant
Information Systems Technician	Information Systems Specialist Information Systems Technician
Equipment Mechanic II	Building Mechanic I/II Equipment Mechanic I Equipment Mechanic II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I Landscape & Parks Maintenance Worker II Street Maintenance Worker I/II Street Maintenance Worker Lead Sr. Building Mechanic Sr. Equipment Mechanic Sr. Landscape & Parks Maintenance Worker Sr. Street Maintenance Worker
Recreation Coordinator	Aquatics Coordinator Child Care Instructor Recreation Coordinator Youth Instructor I Youth Instructor II

VI. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. 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.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.
3. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2017, the City shall provide \$605 per month for each eligible NAME employee to the City's cafeteria plan. The \$605 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 \$605 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125.
4. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652, for each eligible NAME employee to the City's cafeteria plan.
5. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685, for each eligible NAME employee to the City's cafeteria plan.
6. Effective July 1, 2017, 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.
7. 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.
8. The City may explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

B. Life Insurance

The City agrees to provide \$20,000 term life insurance coverage for regular full-time and regular part-time employees. The Association agrees that the total compensation base does not include premiums for life insurance paid by labor market cities. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Vision Care

The City will continue to offer a family coverage vision plan to Association members. Association members will cover all costs.

D. Long-Term Disability

The City will continue to offer a long-term disability plan to association members on an after-tax payroll deduction basis. Association members will cover all costs.

E. Wellness

1. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.
2. Employees, their spouses or registered domestic partners, and their children 18 years of age and under, will receive resident rates for class registration and facility rentals.

VII. BOOT REIMBURSEMENT AND UNIFORM ALLOWANCE

A. Boot Reimbursement

Employees in the positions of Building Inspector/Zoning Enforcement Officer, Building Mechanic I/II, Engineering Aide I, Community Preservation Specialist (if serving more than 50% of work time in the field), Engineering Technician I, if serving more than 50% of work time in the field, Equipment Mechanic I (regular part-time), Equipment Mechanic II, Field Assistant, General Laborer, Landscape Inspector, Landscape & Parks Maintenance Worker I, Landscape & Parks Maintenance Worker II, Public Works Inspector, Senior Building Inspector/Zoning Enforcement Officer, Senior Building Mechanic, Senior Equipment Mechanic, Senior Landscape & Parks Maintenance Worker, Senior Street Maintenance Worker, Street Maintenance Worker I/II, and Street Maintenance Worker Lead, will be eligible for a sum of \$250 annually with the condition that the boots be worn as part of the employee's uniform. The payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement.

B. Employer Provided Uniforms

A uniform shall be provided to specified positions under this agreement. Employees are required to adhere to the respective Department's regulations regarding prescribed uniforms and requirements for uniforms to be clean and in good condition. The employer shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

VIII. HOURS OF WORK

A. Work Schedule

A standard work schedule for employees represented by the Association shall be 40 hours per week. A standard workweek shall be 40 hours and may consist of five consecutive 8-hour days beginning or ending on any day of the week at the sole discretion of the department head and City Manager. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.

B. Flex Time

Subject to prior approval of their supervisors, employees are permitted on a predetermined weekly schedule to select their 8-hour work schedule between 7:00 A.M. and 6:00 P.M.; however, all clerical employees shall be on duty from 9:00 A.M. to 11:00 A.M. and from 2:00 P.M. to 4:00 P.M.

Flex Time will be subject to prior approval of the department head.

C. Alternate Work Schedule

Alternative work schedules will be subject to the approval of the City Manager.

Association members have the option to request working an alternate work schedule (4/10, 9/76 or 9/80). Eligibility for the assignment to the alternate work schedule includes all regular full-time and part-time employees represented by the Association provided that in the determination of the department head, the work schedule will not adversely impact the department or city operation, or result in increased costs to the City. Upon request of an eligible employee, the authorization to work an alternate work schedule shall be at the sole discretion of the department head, or the department head and City Manager for 9/76 work schedules. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

1. Nine-Eighty Work Schedule (9/80) shall mean a work schedule that equates to 40 hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine hours per day for four days and one day of eight hours in one week (44 hours) and then nine hours per day for four days in the next week (36 hours).
2. Nine-Seventy-Six Work Schedule (9/76) shall mean a work schedule that equates to 38 hours per week in a two week period. Typically, an employee assigned to this work schedule will work eight and one-half hours per day for four days and one day of eight hours in one week (42 hours) and then eight and one-half hours per day for four days in the next week (34 hours). The 9/76 alternate work schedule will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.
3. Four-Ten Work Schedule (4/10) shall mean a work schedule that equates to 40

hours per week. Typically, an employee will work four ten-hour days (40 hours) in each week.

4. The workweek for an alternate work schedule will be set by the Department Head or designee and the Human Resources Director to meet all applicable state and federal laws including the Fair Labor Standards Act.
5. Employees who do not participate in the alternate work schedule may be required to adjust their work schedule to meet the needs of the department or division.
6. An employee's day off during the work week will be determined by his/her immediate supervisor based on staffing needs of the department. City offices will remain open and services will be available to the public Monday through Friday. Employees participating in the alternate work schedule are encouraged to schedule medical and personal appointments, etc. on their day off to minimize absences at work.
7. Employees authorized to attend training, seminars, or conferences that are less than their scheduled work shift, will be required to return to work, or use their accrued vacation or compensatory time to account for the remaining hour(s). Travel time to and from the normal work site to the training location shall be included as part of the training time.

D. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor, who will pass any recommendations for changes to the department head for final approval.
2. In certain divisions where there are a limited number of personnel, it may be necessary for staff members to revert to a 5/40 schedule when another member is on vacation or other leave. The supervisor will make the determination on a case-by-case basis.
3. It may be necessary to have staff members revert to a 5/40 schedule for one or more periods due to operational requirements. The employee's department head or designee shall make the determination regarding the need to revert to a 5/40 schedule.
4. In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will receive compensatory time off or overtime, in accordance with the existing MOU.
5. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two weeks.
6. The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.
7. In all cases in which an employee and his/her supervisor agree on a temporary

schedule change, a Temporary Schedule Change Agreement form must be completed in advance of the change, and attached to the employee's time sheet(s) that is affected. Temporary schedule changes must meet the criteria listed on the agreement form and be authorized by Human Resources.

E. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four-day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), compensatory time, leave credits (if applicable), and/or leave of absence without pay during the four-day absence.
2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.
4. Employees called out shall be entitled to overtime pay in accordance with the call-out provision in the MOU.
5. 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:
 - a. there is two weeks advance notice to payroll;
 - b. the salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year; and
 - c. payments begin no later than January 1 of the fiscal year.
6. Salary advances for regular part-time employees shall be as follows: Schedules of 20 - 25 hours may receive an advance of 16 hours pay and schedules of 30 - 35 hours may receive an advance of 24 hours pay.
7. The birthday holiday and floating holiday may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a City holiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave toward furlough as long as the holiday(s) is accrued prior to use.

8. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.
9. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees should contact the Finance Division.

IX. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time NAME 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".
2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employee's Pension Reform Act of 2013.
3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.
4. Additional Contribution Towards Employer Rate.
 - a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.
 - b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased from 10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employee's Pension Reform Act of 2013.
2. Additional Contribution Towards Employer Rate.
 - a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay (currently 3.468%) for a current total of 9.718%.
 - b. The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.
3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.
4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

X. VACATION LEAVE

In accordance with the Personnel Ordinance and Personnel Rules and Regulations, annual vacation leave entitlement shall be as follows:

A. Regular Full-Time Employees

Beginning on the 90th day of employment, regular full-time employees shall be eligible to earn vacation leave. Upon the completion of said period of service, regular full-time employees shall be credited with twenty (20) hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided below:

<u>Years of Completed Service</u>	<u>Full-Time work schedule</u>
Less than five (5) years	6.667 hrs/month
5 through 9	10.000 hrs/month
10 through 14	13.334 hrs/month
15 through 19	14.667 hrs/month
20 or more	16.667 hrs/month

Regular full-time employees who separate from City service after 90 days of employment shall be paid for that part of 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 the completion of said 90 day period shall not be entitled to compensation for vacation leave, as none has been accrued.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month.

B. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with 10-12.5 hours of vacation leave for 20-25 hour employees, or 15-17.5 hours of vacation leave for 30-35 hour employees and shall thereafter accrue vacation leave at the rate provided below:

<u>Years of Completed Service</u>	<u>20-25 hour work schedule</u>	<u>30-35 hour work schedule</u>
Less than five (5) years	3.334-4.167 hrs/mo	5.000-5.834 hrs/mo
5 through 9	5.000-6.250 hrs/mo	7.500-8.750 hrs/mo
10 through 14	6.667-8.334 hrs/mo	10.000-11.667 hrs/mo
15 through 19	7.334-9.167 hrs/mo	11.000-12.834 hrs/mo
20 or more	8.334-10.417 hrs/mo	12.500-14.584 hrs/mo

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 5.834 hours of vacation per month. An RPT employee who works 24 hours per week will receive 4.0 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.

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

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half 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 workdays.)

Current employees designated as "regular part-time" on or before July 1, 1991 shall use their original date for appointment to regular City service as the date for calculating service time to determine the rate of vacation accrual. For appointments after July 1, 1991, rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after 90 days shall be paid for accrued but unused vacation leave at the time of separation. 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 separate from City service prior to working 90 days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

Effective July 1, 2010, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours per fiscal year of vacation (sixty (60) to seventy (70) hours for 30 –35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week remaining in the employee's vacation bank after the conversion. For example, an RPT employee working 35 hours per week may request up to a total of 70 hours of vacation buy-back per fiscal year. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

D. Maximum Accumulation

Regular full-time employees may accumulate vacation credits according to the following schedule:

<u>Years of Completed Service</u>	<u>Maximum accrual</u>
1 through 4	160 hours
5 through 9	240 hours
10 through 14	320 hours
15 through 19	352 hours
20 or more	400 hours

Regular part-time employees may accumulate vacation credits according to the following schedule:

<u>Years of Completed Service</u>	<u>20-25 hour Maximum accrual</u>	<u>30-35 hour Maximum accrual</u>
1 through 4	80-100 hours	120-140 hours
5 through 9	120-150 hours	180-210 hours
10 through 14	160-200 hours	240-280 hours
15 through 19	176-220 hours	264-308 hours
20 or more	200-250 hours	300-350 hours

XI. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave

is granted for recovery from illness or injury so as to be physically able to return to work.

Each calendar year, employees may use an amount equal to six months of annual accrued and available sick leave to care for their sick child, parent, domestic partner (as defined by California Family Code Section 297), or spouse. Sick leave is expressly not for the purpose of routine medical or dental appointments, personal business, illness of other individuals besides an employee's child, parent, 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 for Regular Full-Time Employees

Beginning on the 90th day of employment, regular full-time employees accrue sick leave with pay at the rate of eight hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of 96 hours a year to a total of not more than 960 hours.

C. Accrual for Regular Part-Time Employees

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

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

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. An RPT employee who works 24 hours per week will receive 4.8 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.

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

Regular full-time and regular part-time employees must be actively at work or on leave with pay for at least one-half the regularly scheduled workdays in a month to accrue sick 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 workdays.)

D. Retirement Service Credit

Retirement service credit accounts have been established for each eligible employee in which that member may accrue retirement service credit toward early retirement

under the Public Employees' Retirement System plan applicable to miscellaneous employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 120 days (960 hours for full-time, 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 120 days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 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.

E. Administration of Sick Leave

1. In addition to the eight (8) hours of sick leave conversion stated in section XIII. Medical leave, Item A of this M.O.U., when an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial 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. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee's leave if the employee uses four (4) or more sick leave days within any continuous six month period.
3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, the Department Head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and continue work.
4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:
 - a. Whenever a department head 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 department head 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 department head may require the employee to use accrued sick leave until sufficiently recovered to return to work.

- b. Absence for illness or to care for employees' sick children, parents, or spouse may not be charged to sick leave not already accumulated by the employee.
- c. 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 credit for the 90 days of service to the City.
- d. An eligible employee absent from duty due to illness or a City job-related injury who has been performing outside employment authorized by the department head shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury.
- e. Absences without pay for illness or injury may be granted by the City Manager to a regular full-time or regular part-time employee for a period not to exceed 120 days in a calendar year, provided that an employee who is about to exhaust all sick leave benefits makes a written request for such absence to the department head. The request for absence without pay shall be accompanied by a certificate that the employee is unable to work.
- f. The department head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to work, and may require the employee to submit to an examination by a licensed physician selected by the City. The City Manager may order the employee to return to work if the City-selected physician reports that the employee is capable of doing so. At any time during the period of sick leave without pay as provided above, upon presenting to the appointing authority a written certificate from the attending physician that the employee is released to return to work, s/he shall resume regular duties within two (2) work days.

XII. PERSONAL LEAVE

A. Regular Full-Time Employees

All 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.

The City shall allow regular full-time employees represented by the Association to convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year.

B. Regular Part-Time Employees

All 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.

The City shall allow regular part-time employees represented by the Association to convert four (4) to seven (7) hours of sick leave to personal leave based on actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration

during the fiscal year.

XIII. MEDICAL LEAVE

- A. The City shall allow regular full-time employees represented by the Association to convert eight (8) hours of sick leave during each fiscal year to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours.
- B. The City shall allow regular, part-time employees represented by the Association to convert four (4) hours to seven (7) hours of sick leave each fiscal year based on actual hours worked or budgeted to work to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIV. LEAVE OF ABSENCE WITHOUT PAY

A. Regular Full-Time Employees

Regular full-time employees represented by the Association with 40 hours or less of accrued leave shall be eligible for a leave of absence without pay as specified in the Personnel Rules and Regulations.

B. Regular Part-Time Employees

Regular part-time employees represented by the Association with 20 hours or less (20-25 hour employees) or 30 hours or less (30-35 hour employees) of accrued leave shall be eligible for a leave of absence as specified in the Personnel Rules and Regulations.

- C. An approved leave of absence without pay of less than thirty (30) days shall have no effect on the employee's seniority date. An employee's seniority date shall be adjusted for authorized absence without pay of thirty (30) days or more, not including protected leaves. The seniority date shall be adjusted one month for each month that an employee was on leave without pay. (See Section III-Definitions, Paragraph G.)
- D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, Section E-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

XV. OVERTIME

A. Work Week

The workweek for employees on standard and alternate work schedules represented by the Association are defined in Section VIII-Hours of Work, A and C, respectively.

B. Work Day

The work day is established by the supervisor's appointment of an employee to a standard work schedule or approval of an Alternate Work Schedule Implementation Agreement. For full-time employees, a regular work day as described in this section is equal to the number of hours an employee is scheduled to work on any day of the week, 12:01 a.m. to 12:00 midnight, with the following exception: those employees on a 9/76 or 9/80 schedule must continue to abide by their assigned schedule on their eight (8) hour work day. On this day, a regular work day is four (4) hours work time prior to the workweek start time, and four (4) hours work time after the workweek start time within the hours of 12:01 a.m. to 12:00 midnight.

C. Overtime Work

Any hours worked in excess of forty (40) hours per week shall be classed as overtime work. Work performed by regular part-time employees in excess of forty (40) hours of actual work in a scheduled workweek shall be classed as overtime work.

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall be preclude the right of management to adjust a work schedule during a seven-day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

D. Compensation for Overtime Work

Overtime work approved by the supervisor shall be compensated at the rate of time and one-half the straight time rate in the form of pay or compensatory time, at the election of the employee, up to a maximum of sixty (60) hours.

An employee who has accrued the maximum number of compensatory hours shall receive overtime compensation in pay at the rate of time and one-half the straight time rate for any additional approved overtime hours worked.

Accrued compensatory time may be used by a miscellaneous employee at his/her discretion, subject to the approval of the department head.

Compensatory time accrual may be cashed-out for up to 60 hours per fiscal year. Cash out will be in November and April of the fiscal year.

E. Scheduled Overtime

An employee who has been scheduled and notified at least twenty-four (24) hours in advance to return to work on overtime more than two (2) hours after the end or two (2) hours before the beginning of a shift, on holidays, or on scheduled days off, shall receive upon reporting a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at the overtime rate.

F. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:00 a.m. and 6:00 p.m. on his/her regularly scheduled work day shall receive upon arriving to work a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one minimum shall apply.

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:01 p.m. and 5:59 a.m., holidays, or scheduled days off, shall receive upon arriving to work a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same (3) three hour period, only one minimum shall apply.

G. Alternate Work Schedule Overtime

Should subsequent legislation, either at the State or Federal level, require the payment of overtime for work beyond eight (8) hours in a single day, the alternate work schedule will be discontinued.

XVI. ACTING/SPECIAL ASSIGNMENT PAY

- A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:
1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.
 2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.
 3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.
 4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.
- B. The City agrees to pay Landscape & Park Maintenance I/II and Senior Landscape & Park Maintenance Worker employees certified to spray pesticides 5% above their

compensation base pay for actual time performing pesticide spraying.

- C. The City agrees to pay regular full-time employees bilingual assignment pay of \$75.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will 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 conditions listed in Administrative Regulation 0522.
- D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

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

XVII. HOLIDAYS

A. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and part-time employees represented by the Association:

- 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 department head approval.
- Floating Holiday, to be scheduled subject to department head approval.

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

- B. The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year.
- C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating 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, in the next fiscal year.

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

E. Holiday Compensation

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

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

Employees on other alternate work schedules (e.g., the 9/76, or 9/80 bi-weekly schedules) must use additional accrued vacation or compensatory time to account for the remaining half-hour(s) or hour(s). If the employee does not have any accrued leave available to be charged for the additional half-hour(s) or hour(s) for the holiday, the employee shall be charged with leave without pay.

When an employee on an alternate work schedule works on a holiday or the holiday occurs on a day of the week that is the employee's regularly scheduled day off, with the approval of the Department Head or designee, the employee shall be required to take the scheduled day off (8 hours) within 30 days of the holiday, or forfeit the eight hour day off.

Regular part-time employees will receive pro-ration of holidays 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 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. Holiday hours are accrued as follows:

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

XVIII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (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 in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

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 proration. Bereavement leave will be prorated as follows:

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

XIX. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS

- 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 \$14,000 which shall be the City's total obligation for financing tuition fees and required textbook costs for job-related academic courses, courses taken in pursuit of a college degree, or education undertaken to maintain or improve skills related to work performance in the employee's current position. Reimbursement to individual employees approved by the department head shall be for courses attended during the term of this Memorandum of Understanding and shall not exceed \$3,000 per employee per fiscal year.
1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (e.g., Saint Mary's College bachelor's or graduate programs).
 2. Reimbursement shall be made for all 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 of courses required to obtain the degree
will equal the average course fee.
 3. Satisfactory completion shall 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 or educational program.
 4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).
 5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.

- C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide information system or through the Human Resources office.
- D. Required textbooks for which the employee was reimbursed shall become the property of the employee.
- E. It is the intent of this policy that all eligible employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts are arranged to allow an employee to enroll in a college program with reasonable assurance that course work attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Department Head 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. PERSONNEL REDUCTION PROCEDURE

The Personnel Reduction Procedure set forth in the Personnel Rules and Regulations including Work Schedule Reductions In Lieu of Layoff shall apply to regular full-time and regular part-time employees represented by NAME.

XXI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee represented by the Association 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 or his/her designated representative affecting the rights of an employee or employees pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be affected 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/her home address as shown in the Human Resources Department, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered received 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 or the President of the Association on behalf of an employee or employees 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 preparation and processing of the appeal 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 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.

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence 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. A two-calendar day extension of this time period will be authorized by the department head, or designee, upon written notice from an employee or the Association that additional time is required to formally submit a grievance.
- B. If after such discussion the employee and/or the Association do 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, with a copy to the Human Resources Director.
- 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 shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.
- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or 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 the fees and expenses of the fact-finder as well as the cost of making a record of the fact-findings.
 - 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 Association.
 - 5. If either of the parties does not accept the decision of the fact-finder, that 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.

XXII. MANAGEMENT RIGHTS CLAUSE

The City, through its City Council and management representatives, shall have and retain the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services and the exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum.

Such rights, as defined herein below, shall be exercised in all respects consistent with law and the specific provisions of this Memorandum of Understanding.

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. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

XXIII. 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 to 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.

If any of the aforementioned stated provisions of Section 414 (h) (2) of the United States Internal Revenue Code are changed during the term of this Memorandum of Understanding, the Association has the right to reopen negotiations only with regard to this section of this Memorandum of Understanding.

XXIV. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting 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 assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

XXV. SEPARABILITY

Notwithstanding any other provision 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: _____

JOHN BECKER
City Manager

GEORGE EMMETT
NAME President

TERRENCE GRINDALL
Assistant City Manager

KARL KREUTZER
NAME Vice President

SANDY ABE
Human Resources Director

BRYAN COBB
NAME Secretary

ATTACHMENT A

Regular Full-Time / Part-Time Classifications

Newark Association of Miscellaneous Employees

Classifications

Accounting Assistant I	General Laborer
Accounting Assistant II	Information Systems Specialist
Admin Support Specialist I	Information Systems Technician
Admin Support Specialist II	Landscape Inspector
Aquatics Coordinator	Landscape & Parks Maintenance Worker I
Building Inspector / Zoning Enforcement Officer	Landscape & Parks Maintenance Worker II
Building Mechanic I	Public Works Inspector
Building Mechanic II	Recreation Coordinator
Cashier	Recycling Assistant
Child Care Instructor	Senior Admin Support Specialist
Collections Assistant	Senior Building Inspector / Zoning Enforcement Officer
Community Preservation Specialist	Senior Building Mechanic
Engineering Aide I	Senior Equipment Mechanic
Engineering Technician I	Senior Landscape & Parks Maintenance Worker
Engineering Technician II	Senior Street Maintenance Worker
Engineering Technician III	Street Maintenance Worker I
Equipment Mechanic I	Street Maintenance Worker II
Equipment Mechanic II	Street Maintenance Worker Lead
Field Assistant	Youth Instructor I
Finance Technician I	Youth Instructor II
Finance Technician II	

Attachment A.2
SALARY LIST - EFFECTIVE 07/01/2017

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,363.98 \$30.95	\$5,594.67 \$32.28	\$5,845.43 \$33.72	\$6,103.99 \$35.22	\$6,388.18 \$36.85
ACCOUNTING ASSISTANT II	\$5,897.84 \$34.03	\$6,159.92 \$35.54	\$6,431.36 \$37.10	\$6,717.36 \$38.75	\$7,025.20 \$40.53
ADMIN SUPPORT SPEC I	\$4,860.23 \$28.04	\$5,070.86 \$29.26	\$5,288.19 \$30.51	\$5,525.57 \$31.88	\$5,762.96 \$33.25
ADMIN SUPPORT SPEC II	\$5,306.08 \$30.61	\$5,542.16 \$31.97	\$5,787.60 \$33.39	\$6,048.64 \$34.90	\$6,315.92 \$36.44
AQUATICS COORDINATOR	\$6,150.56 \$35.48	\$6,426.16 \$37.07	\$6,715.28 \$38.74	\$7,011.68 \$40.45	\$7,319.52 \$42.23
BLDG INP/ZONE ENF OFFICER	\$7,906.08 \$45.61	\$8,264.88 \$47.68	\$8,648.64 \$49.90	\$9,053.20 \$52.23	\$9,469.20 \$54.63
BUILDING MECHANIC I	\$5,922.80 \$34.17	\$6,220.24 \$35.89	\$6,531.20 \$37.68	\$6,858.80 \$39.57	\$7,202.00 \$41.55
BUILDING MECHANIC II	\$6,524.96 \$37.64	\$6,851.52 \$39.53	\$7,193.68 \$41.50	\$7,554.56 \$43.58	\$7,930.00 \$45.75
CASHIER	\$5,405.92 \$31.19	\$5,646.16 \$32.57	\$5,900.96 \$34.04	\$6,164.08 \$35.56	\$6,433.44 \$37.12
CHILD CARE INSTRUCTOR	\$3,781.44 \$21.82	\$3,971.76 \$22.91	\$4,171.44 \$24.07	\$4,380.48 \$25.27	\$4,600.96 \$26.54
COLLECTIONS ASSISTANT	\$5,897.84 \$34.03	\$6,159.92 \$35.54	\$6,431.36 \$37.10	\$6,717.36 \$38.75	\$7,025.20 \$40.53
COMMUNITY PRESERV SPECIALIST	\$6,591.52 \$38.03	\$6,891.04 \$39.76	\$7,205.12 \$41.57	\$7,538.96 \$43.49	\$7,888.40 \$45.51
ENGINEERING AIDE I	\$5,747.35 \$33.16	\$6,002.57 \$34.63	\$6,271.16 \$36.18	\$6,550.89 \$37.79	\$6,847.35 \$39.50
ENGINEERING TECHNICIAN I	\$6,820.32 \$39.35	\$7,125.04 \$41.11	\$7,450.56 \$42.98	\$7,792.72 \$44.96	\$8,147.36 \$47.00
ENGINEERING TECHNICIAN II	\$7,305.39 \$42.15	\$7,640.85 \$44.08	\$7,989.69 \$46.09	\$8,359.69 \$48.23	\$8,746.41 \$50.46
ENGINEERING TECHNICIAN III	\$7,906.10 \$45.61	\$8,266.08 \$47.69	\$8,649.45 \$49.90	\$9,052.90 \$52.23	\$9,469.71 \$54.63
EQUIPMENT MECHANIC I	\$6,090.24 \$35.14	\$6,393.92 \$36.89	\$6,715.28 \$38.74	\$7,050.16 \$40.67	\$7,402.72 \$42.71
EQUIPMENT MECHANIC II	\$6,704.88 \$38.68	\$7,039.76 \$40.61	\$7,392.32 \$42.65	\$7,761.52 \$44.78	\$8,148.40 \$47.01
FIELD ASSISTANT	\$4,143.63 \$23.91	\$4,358.71 \$25.15	\$4,570.47 \$26.37	\$4,800.05 \$27.69	\$5,039.66 \$29.08
FINANCE TECH I	\$7,691.84 \$44.38	\$8,076.64 \$46.60	\$8,482.24 \$48.94	\$8,905.52 \$51.38	\$9,349.60 \$53.94
FINANCE TECHNICIAN II	\$8,357.46 \$48.22	\$8,772.05 \$50.61	\$9,212.27 \$53.15	\$9,671.43 \$55.80	\$10,153.99 \$58.58
GENERAL LABORER	\$4,427.28 \$25.54	\$4,648.80 \$26.82	\$4,881.76 \$28.16	\$5,126.16 \$29.57	\$5,383.04 \$31.06

*Monthly salaries are based on a 40-hour workweek.

Attachment A.2
SALARY LIST - EFFECTIVE 07/01/2017

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
INFORMATION SYSTEMS SPECIALIST	\$7,813.52 \$45.08	\$8,172.32 \$47.15	\$8,547.76 \$49.31	\$8,948.16 \$51.62	\$9,358.96 \$53.99
INFORMATION SYSTEMS TECHNICIAN	\$6,711.12 \$38.72	\$7,044.96 \$40.64	\$7,394.40 \$42.66	\$7,764.64 \$44.80	\$8,154.64 \$47.05
LANDSCAPE & PARKS MAINT WORKER I	\$5,532.80 \$31.92	\$5,809.44 \$33.52	\$6,100.64 \$35.20	\$6,405.36 \$36.95	\$6,726.72 \$38.81
LANDSCAPE & PARKS MAINT WORKER II	\$6,093.36 \$35.15	\$6,397.04 \$36.91	\$6,718.40 \$38.76	\$7,055.36 \$40.70	\$7,406.88 \$42.73
LANDSCAPE INSPECTOR	\$5,684.64 \$32.80	\$5,968.56 \$34.43	\$6,268.08 \$36.16	\$6,580.08 \$37.96	\$6,909.76 \$39.86
PUBLIC WORKS INSPECTOR	\$8,302.32 \$47.90	\$8,678.80 \$50.07	\$9,082.32 \$52.40	\$9,505.60 \$54.84	\$9,942.40 \$57.36
RECREATION COORDINATOR	\$6,150.56 \$35.48	\$6,426.16 \$37.07	\$6,715.28 \$38.74	\$7,011.68 \$40.45	\$7,319.52 \$42.23
RECYCLING ASSISTANT	\$5,897.84 \$34.03	\$6,159.92 \$35.54	\$6,431.36 \$37.10	\$6,717.36 \$38.75	\$7,025.20 \$40.53
SENIOR BUILDING INSPECTOR	\$8,674.64 \$50.05	\$9,080.24 \$52.39	\$9,468.16 \$54.62	\$9,950.72 \$57.41	\$10,416.64 \$60.10
SENIOR BUILDING MECHANIC	\$7,184.32 \$41.45	\$7,541.04 \$43.51	\$7,920.64 \$45.70	\$8,315.84 \$47.98	\$8,733.92 \$50.39
SENIOR EQUIPMENT MECHANIC	\$7,381.92 \$42.59	\$7,750.08 \$44.71	\$8,138.00 \$46.95	\$8,543.60 \$49.29	\$8,973.12 \$51.77
SENIOR STREET MAINT WORKER	\$6,711.38 \$38.72	\$7,046.83 \$40.65	\$7,397.90 \$42.68	\$7,767.91 \$44.81	\$8,156.86 \$47.06
SR ADMIN SUPPORT SPECIALIST	\$5,836.48 \$33.67	\$6,096.48 \$35.17	\$6,374.16 \$36.77	\$6,651.84 \$38.38	\$6,950.32 \$40.10
SR LANDSCAPE & PARKS MAINT WORKE	\$6,711.12 \$38.72	\$7,046.00 \$40.65	\$7,397.52 \$42.68	\$7,767.76 \$44.81	\$8,155.68 \$47.05
STREET MAINTENANCE WORKER I	\$5,532.80 \$31.92	\$5,809.44 \$33.52	\$6,100.64 \$35.20	\$6,405.36 \$36.95	\$6,726.72 \$38.81
STREET MAINTENANCE WORKER II	\$6,093.36 \$35.15	\$6,397.04 \$36.91	\$6,718.40 \$38.76	\$7,055.36 \$40.70	\$7,406.88 \$42.73
STREET MAINTENANCE WORKER II	\$6,092.85 \$35.15	\$6,397.10 \$36.91	\$6,718.07 \$38.76	\$7,054.63 \$40.70	\$7,406.82 \$42.73
STREET MAINTENANCE WORKER LEAD	\$6,402.67 \$36.94	\$6,722.52 \$38.78	\$7,059.09 \$40.73	\$7,411.27 \$42.76	\$7,781.27 \$44.89
YOUTH INSTRUCTOR I	\$3,029.15 \$17.48	\$3,179.60 \$18.34	\$3,336.75 \$19.25	\$3,502.80 \$20.21	\$3,678.89 \$21.22
YOUTH INSTRUCTOR II	\$3,781.42 \$21.82	\$3,972.00 \$22.92	\$4,171.49 \$24.07	\$4,378.77 \$25.26	\$4,600.55 \$26.54

*Monthly salaries are based on a 40-hour workweek.

Attachment A.2
SALARY LIST - EFFECTIVE 07/01/2018

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	\$5,578.54 \$32.18	\$5,818.46 \$33.57	\$6,079.25 \$35.07	\$6,348.15 \$36.62	\$6,643.71 \$38.33
ACCOUNTING ASSISTANT II	\$6,133.75 \$35.39	\$6,406.32 \$36.96	\$6,688.61 \$38.59	\$6,986.05 \$40.30	\$7,306.21 \$42.15
ADMIN SUPPORT SPEC I	\$5,054.64 \$29.16	\$5,273.69 \$30.43	\$5,499.72 \$31.73	\$5,746.59 \$33.15	\$5,993.48 \$34.58
ADMIN SUPPORT SPEC II	\$5,518.32 \$31.84	\$5,763.85 \$33.25	\$6,019.10 \$34.73	\$6,290.59 \$36.29	\$6,568.56 \$37.90
AQUATICS COORDINATOR	\$6,396.58 \$36.90	\$6,683.21 \$38.56	\$6,983.89 \$40.29	\$7,292.15 \$42.07	\$7,612.30 \$43.92
BLDG INP/ZONE ENF OFFICER	\$8,222.32 \$47.44	\$8,595.48 \$49.59	\$8,994.59 \$51.89	\$9,415.33 \$54.32	\$9,847.97 \$56.82
BUILDING MECHANIC I	\$6,159.71 \$35.54	\$6,469.05 \$37.32	\$6,792.45 \$39.19	\$7,133.15 \$41.15	\$7,490.08 \$43.21
BUILDING MECHANIC II	\$6,785.96 \$39.15	\$7,125.58 \$41.11	\$7,481.43 \$43.16	\$7,856.74 \$45.33	\$8,247.20 \$47.58
CASHIER	\$5,622.16 \$32.44	\$5,872.01 \$33.88	\$6,137.00 \$35.41	\$6,410.64 \$36.98	\$6,690.78 \$38.60
CHILD CARE INSTRUCTOR	\$3,932.70 \$22.69	\$4,130.63 \$23.83	\$4,338.30 \$25.03	\$4,555.70 \$26.28	\$4,785.00 \$27.61
COLLECTIONS ASSISTANT	\$6,133.75 \$35.39	\$6,406.32 \$36.96	\$6,688.61 \$38.59	\$6,986.05 \$40.30	\$7,306.21 \$42.15
COMMUNITY PRESERV SPECIALIST	\$6,855.18 \$39.55	\$7,166.68 \$41.35	\$7,493.32 \$43.23	\$7,840.52 \$45.23	\$8,203.94 \$47.33
ENGINEERING AIDE I	\$5,977.24 \$34.48	\$6,242.67 \$36.02	\$6,522.01 \$37.63	\$6,812.93 \$39.31	\$7,121.24 \$41.08
ENGINEERING TECHNICIAN I	\$7,093.13 \$40.92	\$7,410.04 \$42.75	\$7,748.58 \$44.70	\$8,104.43 \$46.76	\$8,473.25 \$48.88
ENGINEERING TECHNICIAN II	\$7,597.61 \$43.83	\$7,946.48 \$45.85	\$8,309.28 \$47.94	\$8,694.08 \$50.16	\$9,096.27 \$52.48
ENGINEERING TECHNICIAN III	\$8,222.34 \$47.44	\$8,596.72 \$49.60	\$8,995.43 \$51.90	\$9,415.02 \$54.32	\$9,848.50 \$56.82
EQUIPMENT MECHANIC I	\$6,333.85 \$36.54	\$6,649.68 \$38.36	\$6,983.89 \$40.29	\$7,332.17 \$42.30	\$7,698.83 \$44.42
EQUIPMENT MECHANIC II	\$6,973.08 \$40.23	\$7,321.35 \$42.24	\$7,688.01 \$44.35	\$8,071.98 \$46.57	\$8,474.34 \$48.89
FIELD ASSISTANT	\$4,309.38 \$24.86	\$4,533.06 \$26.15	\$4,753.29 \$27.42	\$4,992.05 \$28.80	\$5,241.25 \$30.24
FINANCE TECH I	\$7,999.51 \$46.15	\$8,399.71 \$48.46	\$8,821.53 \$50.89	\$9,261.74 \$53.43	\$9,723.58 \$56.10
FINANCE TECHNICIAN II	\$8,691.76 \$50.14	\$9,122.93 \$52.63	\$9,580.76 \$55.27	\$10,058.29 \$58.03	\$10,560.15 \$60.92
GENERAL LABORER	\$4,604.37 \$26.56	\$4,834.75 \$27.89	\$5,077.03 \$29.29	\$5,331.21 \$30.76	\$5,598.36 \$32.30

*Monthly salaries are based on a 40-hour workweek.

Attachment A.2
SALARY LIST - EFFECTIVE 07/01/2018

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
INFORMATION SYSTEMS SPECIALIST	\$8,126.06 \$46.88	\$8,499.21 \$49.03	\$8,889.67 \$51.29	\$9,306.09 \$53.69	\$9,733.32 \$56.15
INFORMATION SYSTEMS TECHNICIAN	\$6,979.56 \$40.27	\$7,326.76 \$42.27	\$7,690.18 \$44.37	\$8,075.23 \$46.59	\$8,480.83 \$48.93
LANDSCAPE & PARKS MAINT WORKER I	\$5,754.11 \$33.20	\$6,041.82 \$34.86	\$6,344.67 \$36.60	\$6,661.57 \$38.43	\$6,995.79 \$40.36
LANDSCAPE & PARKS MAINT WORKER II	\$6,337.09 \$36.56	\$6,652.92 \$38.38	\$6,987.14 \$40.31	\$7,337.57 \$42.33	\$7,703.16 \$44.44
LANDSCAPE INSPECTOR	\$5,912.03 \$34.11	\$6,207.30 \$35.81	\$6,518.80 \$37.61	\$6,843.28 \$39.48	\$7,186.15 \$41.46
PUBLIC WORKS INSPECTOR	\$8,634.41 \$49.81	\$9,025.95 \$52.07	\$9,445.61 \$54.49	\$9,885.82 \$57.03	\$10,340.10 \$59.65
RECREATION COORDINATOR	\$6,396.58 \$36.90	\$6,683.21 \$38.56	\$6,983.89 \$40.29	\$7,292.15 \$42.07	\$7,612.30 \$43.92
RECYCLING ASSISTANT	\$6,133.75 \$35.39	\$6,406.32 \$36.96	\$6,688.61 \$38.59	\$6,986.05 \$40.30	\$7,306.21 \$42.15
SENIOR BUILDING INSPECTOR	\$9,021.63 \$52.05	\$9,443.45 \$54.48	\$9,846.89 \$56.81	\$10,348.75 \$59.70	\$10,833.31 \$62.50
SENIOR BUILDING MECHANIC	\$7,471.69 \$43.11	\$7,842.68 \$45.25	\$8,237.47 \$47.52	\$8,648.47 \$49.90	\$9,083.28 \$52.40
SENIOR EQUIPMENT MECHANIC	\$7,677.20 \$44.29	\$8,060.08 \$46.50	\$8,463.52 \$48.83	\$8,885.34 \$51.26	\$9,332.04 \$53.84
SENIOR STREET MAINT WORKER	\$6,979.84 \$40.27	\$7,328.70 \$42.28	\$7,693.82 \$44.39	\$8,078.63 \$46.61	\$8,483.13 \$48.94
SR ADMIN SUPPORT SPECIALIST	\$6,069.94 \$35.02	\$6,340.34 \$36.58	\$6,629.13 \$38.24	\$6,917.91 \$39.91	\$7,228.33 \$41.70
SR LANDSCAPE & PARKS MAINT WORKE	\$6,979.56 \$40.27	\$7,327.84 \$42.28	\$7,693.42 \$44.39	\$8,078.47 \$46.61	\$8,481.91 \$48.93
STREET MAINTENANCE WORKER I	\$5,754.11 \$33.20	\$6,041.82 \$34.86	\$6,344.67 \$36.60	\$6,661.57 \$38.43	\$6,995.79 \$40.36
STREET MAINTENANCE WORKER II	\$6,337.09 \$36.56	\$6,652.92 \$38.38	\$6,987.14 \$40.31	\$7,337.57 \$42.33	\$7,703.16 \$44.44
STREET MAINTENANCE WORKER LEAD	\$6,658.78 \$38.42	\$6,991.42 \$40.34	\$7,341.45 \$42.35	\$7,707.72 \$44.47	\$8,092.52 \$46.69
YOUTH INSTRUCTOR I	\$3,150.32 \$18.17	\$3,306.78 \$19.08	\$3,470.22 \$20.02	\$3,642.91 \$21.02	\$3,826.05 \$22.07
YOUTH INSTRUCTOR II	\$3,932.68 \$22.69	\$4,130.88 \$23.83	\$4,338.35 \$25.03	\$4,553.92 \$26.27	\$4,784.57 \$27.60

*Monthly salaries are based on a 40-hour workweek.

ATTACHMENT B

Eligibility for PST Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for Part-Time, Seasonal, Temporary (PST) employment to work in positions in the City of Newark as described below:

1. An employee who is the subject of layoff can apply for a Part-Time Seasonal position in the same or in a different job class performing the same or different job duties as he/she held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the Part-Time Seasonal position for which he/she applied;
3. City may or may not hire the employee for that Part-Time Seasonal position at the discretion of the City;
4. Employee will be compensated at the Part-Time Seasonal position rate of pay;
5. If employee is hired as a Part-Time Seasonal employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;
6. Time worked as a Part-Time Seasonal employee does not count toward seniority;
7. If the employee is hired as a Part-Time Seasonal employee and the employee is eligible in the PERS Retirement System, the City will re-enroll employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A MEMORANDUM OF
UNDERSTANDING FOR THE NEWARK POLICE
ASSOCIATION (NPA)

WHEREAS, the Memorandum of Understanding (MOU) for the Newark Police Association (NPA), dated July 1, 2017 is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the MOU hereinbefore referenced for NPA, effective July 1, 2017;

BE IT FURTHER RESOLVED that Resolution No. 10399 pertaining to the NPA MOU is hereby repealed effective June 30, 2017, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

EXHIBIT A

Memorandum of Understanding
Between City
of Newark and
Newark Police Association

July 1, 2017

Through

June 30, 2019

Adopted

July 13, 2017

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

I. TERM

This agreement shall be in effect from July 1, 2017 through June 30, 2019.

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, 2017, salary increase shall be four percent (4.0%).

- b. Effective July 1, 2018, salary increase shall be four percent (4.0%).

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, 2017, the City shall provide \$605 per month for each eligible NPA employee to the City's cafeteria plan. The \$605 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 \$605 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. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652 for each eligible NPA employee to the City's cafeteria plan.
- E. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685 for each eligible NPA employee to the City's cafeteria plan.
- F. Effective July 1, 2017, 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. ~~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.~~

G. 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.

H. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a \$50,000 life insurance policy.

I. The City agrees in concept to establish a supplemental retirement medical plan benefit for all active employees through the PORAC Retirement Medical Trust at the request of the Association. During the term of this agreement, at the request of the NPA, the parties will meet and confer on the narrow and specific issue of establishing this benefit. Upon receiving the necessary plan documents, the City reserves the right to raise concerns regarding the creation of the Trust, which the parties agree to address as part of the meet and confer process. If the parties agree to proceed with the creation of the Trust, the City will pay a one-time administrative fee not to exceed \$8,000 to establish the Trust. The City will not be required to make any monthly contributions.

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 \$100.

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 \$100.
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 no later than October 1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

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

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

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

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

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

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

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

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

Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

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:

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

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

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

Retirement Service Credit

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

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

D. Administration of Sick Leave

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

and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify 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: \$50.00 per month for full-time employees, \$37.50 to \$43.75 for 30-35 hour part-time employees, and \$25 to \$31.25 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: \$100.00 per month for full-time employees, \$75 to \$87.50 for 30-35 hour part-time employees, and \$50 to \$62.50 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 (\$50.00, \$37.50 to \$43.75, or \$25 to \$31.25) 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 (\$100.00, \$75 to \$87.50, or \$50 to \$62.50) 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:

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

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

C. Bereavement 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:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
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, 2017, Educational Incentive Pay will be:
- | | |
|-----------------------------------|--------------------|
| P.O.S.T. Intermediate Certificate | \$435.12 per month |
| P.O.S.T. Advanced Certificate | \$613.52 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, 2017, Educational Incentive Pay for dispatch personnel will be:
- | | |
|-----------------------------------|--------------------|
| P.O.S.T. Intermediate Certificate | \$75.00 per month |
| P.O.S.T. Advanced Certificate | \$125.00 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. A "call-back" occurs when an employee is required to return to his or her normal work location, or to travel to another work location at the direction of the city. A "call-back" does not occur when an employee handles a phone call at home or is otherwise not required to physically leave his or her residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.
5. 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.
- C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate,

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

D. An employee may petition 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 PEPRAs 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, 2017, Police Officers and Sergeants assigned to one of the following positions shall receive special assignment pay of \$400 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. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.
2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10-hour day ("pay-back" day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day ("payback" day).

G. Shift Bidding

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

Brian Simon, President
Newark Police Association

John Becker
City Manager

Joshua Horst, Secretary
Newark Police Association

Terrence Grindall
Assistant City Manager

Jeff Revay, Negotiations Team Member
Newark Police Association

Sandy Abe
Human Resources Director

Peter Hoffman
Chief Spokesperson

Tim Yeung
Chief Spokesperson

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATIONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Public Safety Clerk

Public Safety Dispatcher

Red Light Photo Enforcement Technician

**Attachment A.2
SALARY LIST -EFFECTIVE 07/01/2017**

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,048.64 \$34.90	\$6,349.20 \$36.63	\$6,667.44 \$38.47	\$7,002.32 \$40.40	\$7,344.48 \$42.37
COMMUNITY SERVICE OFFICER	\$6,117.28 \$35.29	\$6,417.84 \$37.03	\$6,740.24 \$38.89	\$7,083.44 \$40.87	\$7,427.68 \$42.85
POLICE OFFICER	\$8,355.36 \$48.20	\$8,771.36 \$50.60	\$9,210.24 \$53.14	\$9,665.76 \$55.76	\$10,155.60 \$58.59
POLICE RECORD SUPERVISOR	\$6,622.72 \$38.21	\$6,954.48 \$40.12	\$7,302.88 \$42.13	\$7,665.84 \$44.23	\$8,047.52 \$46.43
POLICE SERGEANT	\$9,941.36 \$57.35	\$10,434.32 \$60.20	\$10,957.44 \$63.22	\$11,498.24 \$66.34	\$12,081.68 \$69.70
PUBLIC SAFETY CLERK	\$5,756.40 \$33.21	\$6,041.36 \$34.85	\$6,347.12 \$36.62	\$6,669.52 \$38.48	\$7,000.24 \$40.39
PUBLIC SAFETY DISPATCHER	\$6,865.04 \$39.61	\$7,211.36 \$41.60	\$7,571.20 \$43.68	\$7,952.88 \$45.88	\$8,348.08 \$48.16
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$5,869.76 \$33.86	\$6,165.12 \$35.57	\$6,471.92 \$37.34	\$6,795.36 \$39.20	\$7,136.48 \$41.17

*Monthly salaries are 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.

**Attachment A.2
SALARY LIST -EFFECTIVE 07/01/2018**

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	\$6,290.59 \$36.29	\$6,603.17 \$38.10	\$6,934.14 \$40.00	\$7,282.41 \$42.01	\$7,638.26 \$44.07
COMMUNITY SERVICE OFFICER	\$6,361.97 \$36.70	\$6,674.55 \$38.51	\$7,009.85 \$40.44	\$7,366.78 \$42.50	\$7,724.79 \$44.57
POLICE OFFICER	\$8,689.57 \$50.13	\$9,122.21 \$52.63	\$9,578.65 \$55.26	\$10,052.39 \$57.99	\$10,561.82 \$60.93
POLICE RECORD SUPERVISOR	\$6,887.63 \$39.74	\$7,232.66 \$41.73	\$7,595.00 \$43.82	\$7,972.47 \$46.00	\$8,369.42 \$48.29
POLICE SERGEANT	\$10,339.01 \$59.65	\$10,851.69 \$62.61	\$11,395.74 \$65.74	\$11,958.17 \$68.99	\$12,564.95 \$72.49
PUBLIC SAFETY CLERK	\$5,986.66 \$34.54	\$6,283.01 \$36.25	\$6,601.00 \$38.08	\$6,936.30 \$40.02	\$7,280.25 \$42.00
PUBLIC SAFETY DISPATCHER	\$7,139.64 \$41.19	\$7,499.81 \$43.27	\$7,874.05 \$45.43	\$8,271.00 \$47.72	\$8,682.00 \$50.09
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,104.55 \$35.22	\$6,411.72 \$36.99	\$6,730.80 \$38.83	\$7,067.17 \$40.77	\$7,421.94 \$42.82

*Monthly salaries are 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.

ATTACHMENT B

SILLIMAN ACTIVITY & FAMILY AQUATICS CENTER

Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A COMPENSATION AND BENEFIT
PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

WHEREAS, the Compensation and Benefit Plan for the Confidential Employee Group, dated July 1, 2017 is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the Compensation and Benefit Plan hereinbefore referenced for the Confidential Employee Group, effective July 1, 2017;

BE IT FURTHER RESOLVED that Resolution No. 10400 pertaining to Confidential Employee Group is hereby repealed effective June 30, 2017, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.



DATE: July 10, 2017

TO: City Council, City Manager, City Attorney, Assistant City Manager, and Human Resources Director

FROM: Sheila Harrington, City Clerk *A.H.*

SUBJECT: F.5 Correction to Confidential Group Compensation and Benefit Plan

After the City Council packet was posted, Human Resources staff noticed that sections of Confidential Group Compensation and Benefit Plan were inadvertently deleted. The document has been updated as follows: Under Section III Health and Welfare Programs, beginning on Page 2, Paragraphs H (1-5), I, J, and K have been restored (these paragraphs have been incorporated into the plan for many years). The corrected Plan is attached and will be added to the packet on the website.

EXHIBIT A

**COMPENSATION AND BENEFIT PLAN
FOR THE
CITY OF NEWARK
CONFIDENTIAL EMPLOYEE GROUP**

JULY 1, 2017

THROUGH

JUNE 30, 2019

Adopted: July 13, 2017

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**COMPENSATION AND BENEFIT PLAN FOR THE
CONFIDENTIAL EMPLOYEE GROUP**

I. TERM

This plan shall be in effect from July 1, 2017 through June 30, 2019.

II. COMPENSATION

A. General Salary Increase

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

- a. Effective July 1, 2017, salary increase shall be four percent (4%)
- b. Effective July 1, 2018, salary increase shall be four percent (4%)

Confidential Group classifications shall be as set forth in Attachment A.

B. With approval of the employee's department head and the City Manager, full-time Confidential Group Employees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi-monthly pay will be reduced 5%.

C. Salary Computation:

- 1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the average hours worked in a month).
- 2. Hourly equivalent of base salary at time and one-half = straight time times 1.5.

III. HEALTH AND WELFARE PROGRAMS

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, 2017, the City shall provide \$605 per month for each eligible Confidential employee to the City's cafeteria plan. The \$605 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 \$605 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125.
- D. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652 for each eligible Confidential employee to the City's cafeteria plan.
- E. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685 for each eligible Confidential employee to the City's cafeteria plan.
- F. Effective July 1, 2017, 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.
- G. 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.
- H. All regular full time employees in the Confidential Group 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 Confidential Group 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 pro-rated month to qualify for full benefit described in Section III, C. 1.
- I. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.
 - J. The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.

- K. The City shall provide \$20,000 term life insurance coverage for all Confidential employees.

IV. ACTING / SPECIAL ASSIGNMENT PAY

- A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:
 - 1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.
 - 2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.
 - 3. Confidential employees will be eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval.
 - 4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head either before or after the employee begins the acting assignment.
 - 5. For an unplanned absence, acting pay shall be paid effective five consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section.

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

- B. The City agrees to pay regular full-time employees bilingual assignment pay of \$75.00 per month. Regular part-time employees scheduled to work

30-35 hour per week will 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 based on the provisions outlined in Administrative Regulation 0522.

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

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 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.

VI. HOLIDAYS

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

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- 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 department head approval
- Floating Holiday, to be scheduled subject to department head approval

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

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

considered the holiday.

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

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

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

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

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

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

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

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

VII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, 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 in accordance with Section V. above and as listed below:

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

VIII. GENERAL LEAVE

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

IX. CONFIDENTIAL LEAVE

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

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

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".
2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military

service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.
4. Additional Contribution Towards Employer Rate
 - a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.
 - b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased from 10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.
2. Additional Contribution Towards Employer Rate
 - a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay (currently 3.468%) for a current total of 9.718%.

b. The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three-year average compensation requirement to PEPRA members.

XI. WORKING HOURS

A. Work Schedule

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

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

B. Flex Time

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

C. Alternate Work Schedule

Alternatives to the 9/80 work schedule (including the voluntary 9/76 work schedule as described in Attachment D) will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, birthday holiday and/or comp time during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
3. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:
 - a. There is two weeks advance notice to payroll, and
 - b. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year, and
 - c. Repayments begin no later than January 1 of the fiscal year.
4. Salary advances for regular part-time employees shall be as follows: Schedules of 20-25 hours may receive an advance of 16 hours pay and schedules of 30-35 hours may receive an advance of 24 hours pay.

XII. OVERTIME

Work performed by full-time employees in excess of the forty (40) hour work week shall be classed as overtime work. Work performed by regular part-time employees in excess of the forty (40) hour workweek shall be classed as overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of pay or compensatory time off up to a maximum of sixty (60) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

A. Unscheduled Overtime - Call Back Pay

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

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

XIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

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

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to \$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.
- C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

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

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

XIV. 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 XIV. 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.

DATED: July 1, 2017

CITY OF NEWARK

By: _____
John Becker
City Manager

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Confidential Employee Group

Classifications

Accounting Technician I - Confidential

Accounting Technician II - Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

Legal Assistant

ATTACHMENT A.2

Salary List Effective 07/01/2017

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	\$6,243.12	\$6,522.88	\$6,815.12	\$7,113.60	\$7,440.16
	\$36.02	\$37.63	\$39.32	\$41.04	\$42.92
ACCT TECH II - CONFIDENTIAL	\$6,867.12	\$7,174.96	\$7,496.32	\$7,824.96	\$8,184.80
	\$39.62	\$41.39	\$43.25	\$45.14	\$47.22
ADMINISTRATIVE ASSISTANT	\$6,223.36	\$6,530.16	\$6,853.60	\$7,192.64	\$7,557.68
	\$35.90	\$37.67	\$39.54	\$41.50	\$43.60
EXECUTIVE ASSISTANT	\$6,919.12	\$7,258.16	\$7,619.04	\$7,997.60	\$8,393.84
	\$39.92	\$41.87	\$43.96	\$46.14	\$48.43
HUMAN RESOURCES TECH	\$6,355.44	\$6,667.44	\$7,000.24	\$7,344.48	\$7,713.68
	\$36.67	\$38.47	\$40.39	\$42.37	\$44.50
LEGAL ASSISTANT	\$6,224.14	\$6,529.34	\$6,853.88	\$7,191.93	\$7,557.04
	\$35.91	\$37.67	\$39.54	\$41.49	\$43.60

*Monthly salaries are based on a 40-hour workweek.

ATTACHMENT A.2

Salary List Effective 07/01/2018

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	\$6,492.84 \$37.46	\$6,783.80 \$39.14	\$7,087.72 \$40.89	\$7,398.14 \$42.68	\$7,737.77 \$44.64
ACCT TECH II - CONFIDENTIAL	\$7,141.80 \$41.20	\$7,461.96 \$43.05	\$7,796.17 \$44.98	\$8,137.96 \$46.95	\$8,512.19 \$49.11
ADMINISTRATIVE ASSISTANT	\$6,472.29 \$37.34	\$6,791.37 \$39.18	\$7,127.74 \$41.12	\$7,480.35 \$43.16	\$7,859.99 \$45.35
EXECUTIVE ASSISTANT	\$7,195.88 \$41.51	\$7,548.49 \$43.55	\$7,923.80 \$45.71	\$8,317.50 \$47.99	\$8,729.59 \$50.36
HUMAN RESOURCES TECH	\$6,609.66 \$38.13	\$6,934.14 \$40.00	\$7,280.25 \$42.00	\$7,638.26 \$44.07	\$8,022.23 \$46.28
LEGAL ASSISTANT	\$6,473.11 \$37.34	\$6,790.51 \$39.18	\$7,128.04 \$41.12	\$7,479.61 \$43.15	\$7,859.32 \$45.34

*Monthly salaries are based on a 40-hour workweek.

ATTACHMENT B

GENERAL LEAVE PLAN FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

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

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT employee 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 RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

- A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

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

- B. General Leave shall be accrued in working hours on a semi-monthly basis.
- C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

- D. General Leave During First Year: Beginning on the 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 46 working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi-monthly for the remainder of the first year and as provided in Item A, Section III, above.

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

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

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

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

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

IV. GENERAL LEAVE IMPLEMENTATION

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

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be

compensated for in any manner except as used for sick leave or retirement service credit.

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

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or 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 Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying 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 Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence.

Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit 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 Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or 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 employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
 - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury 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 in that fiscal year.
 - 2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for

absences due to further illness or injury for that particular medical condition prior to using further General Leave.

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

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, 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 (sixty (60) to seventy (70) hours for 30-35 hour employees and forty (40) to fifty (50) hours for 20-25 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.

VII. GENERAL LEAVE AT TERMINATION

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

VII. HOLIDAYS DURING GENERAL LEAVE

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

ATTACHMENT C

RECREATION BENEFITS

- I. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

- II. Employees, their spouses or registered domestic partners, and their children 18 years of age and under, will receive resident rates for class registration and facility rentals.

ATTACHMENT D

VOLUNTARY 9/76 WORK SCHEDULE

Participation in the voluntary 9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.

The election for a 9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.

A 38 hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.

To request a 9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A COMPENSATION AND BENEFIT
PLAN FOR THE CITY OFFICIALS AND THE
MANAGEMENT, SUPERVISORY, AND PROFESSIONAL
EMPLOYEE GROUP

WHEREAS, the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group, dated July 1, 2017 is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the Compensation and Benefit Plan hereinbefore referenced for the City Officials and the Management, Supervisory, and Professional Employee Group, effective July 1, 2017;

BE IT FURTHER RESOLVED that Resolution No. 10401 pertaining to City Officials and the Management, Supervisory, and Professional Employee Group is hereby repealed effective June 30, 2017, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR

CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY,

AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2017

THROUGH

JUNE 30, 2019

Adopted: July 13, 2017

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

I. TERM

This plan shall be in effect from July 1, 2017 through June 30, 2019.

II. COMPENSATION

The classifications listed below of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The classifications that are participating in the Management, Supervisory, and Professional Pay Plan including the City Manager and City Attorney are those listed below:

Management, Supervisory, and Professional Compensation

<u>Classification</u>	<u>Range</u>
Accountant	9
Accounting Manager	15
Assistant Building Official	14
Administrative Analyst	9
Assistant to the City Manager	12
Assistant City Engineer	19
Assistant City Manager (Dept. Head)	24
Administrative Services Director (Dept. Head)	24
Assistant Engineer-Civil	9
Assistant Planner	8
Associate Civil Engineer	13
Associate Planner	10
Chief Building Official/City Architect	18
City Attorney (Exempt Service)	24
City Clerk	14
City Manager (Exempt Service)	28
Communications Supervisor	10
Community Development Director (Dept. Head)	24
Deputy Community Development Director	17
Economic Development Manager	13
Human Resources Director (Dept. Head)	24
Information Systems Manager	15
Junior Engineer - Civil	7
Maintenance Superintendent	16

Maintenance Supervisor	12
Planning Manager	15
Police Captain	21
Police Chief (Dept. Head)	24
Police Lieutenant	19
Public Works Director (Dept. Head)	24
Recreation and Community Services Director (Dept. Head)	24
Senior Accountant	12
Senior Administrative Analyst	12
Senior Center Supervisor	9
Senior Civil Engineer	15
Senior Planner	13
Senior Recreation Supervisor	12

Effective July 1, 2017, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased four percent (4%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a four percent (4%) salary increase.

Effective July 1, 2018, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased four percent (4%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a four percent (4%) salary increase.

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

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).

III. WORKING HOURS

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

- B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave, birthday holiday or floating holidays during the furlough.
- C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.
- D. Employees who elect a leave of absence without pay for the furlough may request up to a four-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.
- E. Alternatives to the 9/80 work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

- A. Management, supervisory, and professional employees are eligible for premium pay of 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 \$75.00 per month. Regular part-time employee scheduled to work 30-35 hours per week will receive bilingual assignment pay of \$56.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$38.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

A. Pursuant to Section 401(a), Internal Revenue Code, the CONTRIBUTION PROVISIONS, Section E, of the Newark Executive Management Plan shall be as follows:

1. The Employer shall contribute on behalf of each participant six percent (6%) of earnings for the Plan Year.
2. Each participant is required to contribute six percent (6%) of earnings for the Plan Year as a condition of participation.

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

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

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the \$100 monthly Health and Welfare Allowance. The \$100 monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

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

1. Pick-up of Employee Contributions

- a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.
- b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.
- c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

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

2. Wage Adjustment

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

3. Limitations to Operability

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

VI. RETIREMENT

- A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".
- B. The City shall continue to provide to all sworn Classic management 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 management employees who were appointed on or after January 1, 2013 who are PEPRAs 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 Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 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 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 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 Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 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.

VII. 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.
- C. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2017, the City shall provide \$605 per month for each eligible Management Group employee to the City's cafeteria plan. The \$605 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 \$605 per month, the balance will be paid by the employee through automatic (pre-tax if elected) payroll deduction, as provided by IRC Section 125.
- D. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2018, the City shall increase its monthly contribution to the City cafeteria plan from \$605 to \$652 for each eligible employee to the City's cafeteria plan.
- E. In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective January 1, 2019, the City shall increase its monthly contribution by 5% from \$652 to \$685 for each eligible employee to the City's cafeteria plan.
- F. Effective July 1, 2017, 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.
- G. 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.

- H. Regular full time employees in the Management, Supervisory, and Professional Employee Group, City Manager, and City Attorney are eligible for an allowance of up to \$100 per month towards the cost of health care premiums, long term disability premiums, short term disability premiums or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Management, Supervisory, and Professional Employee Group 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. Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their \$100 monthly allowance automatically deferred to the RHS plan.
 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 or short-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, employee must serve 50 percent of the working days in the month to qualify for the \$100 benefit.
- I. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

VIII. LIFE INSURANCE

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

IX. UNIFORM MAINTENANCE AND PROVISION OF UNIFORMS

- A. The City will provide the classification of Maintenance Supervisor with one clean uniform daily.
- B. Police management employees designated as public safety shall receive a uniform maintenance allowance of \$58.00 per month.

X. 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.

XI. TRAVEL EXPENSE REIMBURSEMENT

- A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.
- B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of \$400 per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of 200 miles per month.
- C. Executive management employees including the City Manager and City Attorney shall receive a vehicle allowance in the amount of \$400 per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of 200 miles per month.

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

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 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.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and

Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. ~~Requests for Management Leave in excess of fifty-six (56) hours per fiscal year will only be granted for extraordinary situations and require written justification to be submitted to the City Manager from the Department Head.~~ 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.

In recognition of the extra hours of work required, the City Manager and City Attorney shall receive an annual allocation of fifty-six (56) hours of management leave per fiscal year.

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

XIV. GENERAL LEAVE

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

XV. SICK LEAVE

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

XVI. BEREAVEMENT 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 XII and listed below:

Work Schedule
30-35 work hours
20-25 work hours

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

XVII. HOLIDAYS

A. Regular Employees

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

- 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 department head approval
- Floating Holiday, to be scheduled subject to department head approval

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

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

The 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 Resolution 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 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 XVII. 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 management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

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

Dated: July 1, 2017

By: _____
John Becker
City Manager

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, professional, City Manager and City Attorney classifications except City Council members.

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures 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 Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested. Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

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

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

III. BASIC PLAN ELEMENTS

- A. Structure. The Management, Supervisory, and Professional Pay Plan consists of thirty (30) salary ranges which provide an approximate spread of forty-five (45) percent between the minimum and maximum amounts and a differential of five (5) percent between the maximum of the ranges descending from the maximum amount established for Range No. 30. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to recognize varying levels of performance. All management, supervisory, and professional classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

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

- B. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments 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 performance review document and the salary adjustment recommended by the department head should be forwarded 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 with non-management, supervisory, and professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

- 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 fiscal year 2017-2018 and fiscal year 2018-2019 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
Management, Supervisory, and Professional Employees

July 1, 2017

Salary Range	Minimum	Maximum
1	4,372	6,339
2	4,591	6,659
3	4,820	6,992
4	5,062	7,337
5	5,313	7,706
6	5,583	8,093
7	5,858	8,496
8	6,156	8,921
9	6,459	9,364
10	6,783	9,836
11	7,123	10,329
12	7,480	10,845
13	7,854	11,386
14	8,247	11,955
15	8,657	12,556
16	9,092	13,181
17	9,546	13,839
18	10,022	14,533
19	10,523	15,258
20	11,051	16,021
21	11,600	16,823
22	12,183	17,668
23	12,793	18,547
24	13,432	19,474
25	14,103	20,453
26	14,809	21,472
27	15,547	22,546
28	16,326	23,670
29	17,144	24,855
30	18,000	26,099

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
 Management, Supervisory, and Professional Employees

July 1, 2018

Salary Range	Minimum	Maximum
1	4,547	6,592
2	4,774	6,925
3	5,013	7,272
4	5,264	7,631
5	5,526	8,015
6	5,806	8,417
7	6,093	8,836
8	6,402	9,278
9	6,718	9,739
10	7,054	10,230
11	7,408	10,742
12	7,779	11,279
13	8,168	11,841
14	8,577	12,433
15	9,003	13,058
16	9,455	13,708
17	9,928	14,393
18	10,423	15,114
19	10,944	15,868
20	11,493	16,662
21	12,064	17,496
22	12,670	18,375
23	13,305	19,289
24	13,969	20,253
25	14,668	21,271
26	15,401	22,331
27	16,169	23,448
28	16,979	24,617
29	17,830	25,849
30	18,720	27,143

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 FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP INCLUDING THE CITY MANAGER AND CITY ATTORNEY

I. DEFINITION

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

II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Management, Supervisory, and Professional Employee Group. Regular part-time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT 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 RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees

Eligible regular full-time employees shall be entitled to the following annual accrual.

<u>Years of Completed Service</u>	<u>RFT Leave Accrual</u>
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:

<u>Years of Completed Service</u>	<u>Maximum accrual</u>
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:

<u>Years of Completed Service</u>	<u>20-25 hour Leave Accrual</u>	<u>30-35 hour Leave Accrual</u>
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:

<u>Years of Completed Service</u>	<u>20-25 hour Maximum accrual</u>	<u>30-35 hour Maximum accrual</u>
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 Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

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

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.
- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.
- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or 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 Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, 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 Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.
- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit 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 Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or 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: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, 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.

ATTACHMENT D

RECREATION BENEFITS

- I. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

- II. Employees, their spouses or registered domestic partners, and their children 18 years of age and under, will receive resident rates for class registration and facility rentals.



City of Newark

MEMO

DATE: July 3, 2017

TO: City Council

FROM: Sheila Harrington, City Clerk *S.H.*

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 13, 2017.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
June 15, 2017	Page 1-2	111411 to 111470	Inclusive
June 23, 2017	Page 1-2	111471 to 111552	Inclusive
June 29, 2017	Page 1-2	111553 to 111631	Inclusive
July 03, 2017	Page 1	111632	Inclusive



City of Newark

MEMO

DATE: July 3, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SKW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 13, 2017.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

1

Final Disbursement List. Check Date 06/15/17, Due Date 06/26/17, Discount Date 06/26/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111411	11527	AAMCO TOTAL CAR CARE AND TRANSMISSIONS	06/15/17	3,337.28	TRANSMISSION SERVICE VEHICLE 132
111412	10736	ABACUS PRODUCTS INC	06/15/17	900.70	PRINTING SERVICES
111413	9103	SAM ACKERMAN	06/15/17	149.86	EXPENSE REIMBURSEMENT
111414	332	ADAMSON POLICE PRODUCTS	06/15/17	415.02	POLICE SUPPLIES
111415	344	ALAMEDA COUNTY WATER DISTRICT	06/15/17	19.12	WATER USAGE
111416	5821	ALL CITY MANAGEMENT SERVICES, INC	06/15/17	3,591.00	CROSSING GUARD SVCS
111417	14	ALPINE AWARDS	06/15/17	467.24	DEPARTMENT AWARDS
111418	11227	GUSTAVO ARROYO	06/15/17	177.89	EXPENSE REIMBURSEMENT
111419	348	AT&T	06/15/17	176.86	MONTHLY TELECOM
111420	11433	AUTOWISE	06/15/17	788.29	AUTO PARTS AND SERVICE
111421	9680	BAY CENTRAL PRINTING	06/15/17	255.11	BUSINESS CARD IMPRINTING
111422	1816	CA SURVEYING & DRAFTING SUPPLY	06/15/17	234.58	PLOTTER PRINT HEADS
111423	7439	CENTERVILLE LOCKSMITH	06/15/17	8.54	KEYS
111424	214	CENTRAL VETERINARY HOSPITAL	06/15/17	100.00	K9 VET SVCS
111425	6304	CLASSIC GRAPHICS T & J LEWIS INC	06/15/17	3,749.13	LIGHTS FOR VEHICLES
111426	2384	CLOVERLEAF FAMILY BOWL ATTENTION: MIKE H	06/15/17	360.00	SDC TRIP TO CLOVERLEAF BOWL
111427	10970	COCA COLA REFRESHMENTS UNION CITY SALES	06/15/17	1,583.28	DRINKS FOR CAFE
111428	1109	CAPITAL ONE COMMERCIAL	06/15/17	1,547.32	SUPPLIES
111429	11076	CRIME SCENE CLEANERS INC	06/15/17	70.00	CLEANUP OF CAR
111430	242	CROP PRODUCTION SERVICES	06/15/17	3,121.28	PESTICIDES/CHEMICALS
111431	10650	GEORGE BROWN	06/15/17	11.50	REFUND FOR OVERCHARGE
111432	10793	JOHANN WU	06/15/17	18.00	REFUND FOR OVERPAYMENT
111433	10793	MIKE NGHIEM	06/15/17	18.00	SWIM LESSON REFUND
111434	10793	CHRISTIANNE DE LA FUENTE	06/15/17	35.00	REFUND FOR CABANA
111435	10793	HIRAL SHAH	06/15/17	180.00	SWIM LESSON REFUND
111436	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	06/15/17	188.75	LEGAL ADS
111437	11015	EAST BAY LAWN MOWER	06/15/17	857.77	MISC PARTS
111438	4731	EWING IRRIGATION PRODUCTS INC	06/15/17	1,571.61	PROJECT 900 - CITYWIDE PARK IRRIGATION S
111439	10642	FASTENAL COMPANY	06/15/17	26.24	HARDWARE & FASTENERS
111440	11112	FREMONT CHRYSLER DODGE JEEP RAM	06/15/17	800.34	FLEET PARTS
111441	550	FREMONT RUBBER STAMP CO INC	06/15/17	77.48	STAMPERS/DESK SIGNS
111442	11123	I PIZZA	06/15/17	1,050.00	PIZZAS FOR CAFE AND PARTIES
111443	263	INTELLI-TECH INTELLIGENT TECHNOLOGIES AN	06/15/17	5,454.00	HALON BOARD COMPUTER ROOM
111444	11503	ART INTERIANO	06/15/17	133.41	EXPENSE REIMBURSEMENT
111445	7964	KNORR SYSTEMS INC	06/15/17	132.10	POOL MAINTENANCE
111446	277	LAKESHORE LEARNING MATERIALS	06/15/17	1,173.40	SUPPLIES FOR PRESCHOOL
111447	7189	LINCOLN EQUIPMENT INC	06/15/17	728.74	CHEMICALS & POOL EQUIPMENT
111448	11246	LOOMIS ARMORED	06/15/17	312.22	ARMORED CAR SERVICE
111449	11357	MISSION UNIFORM SERVICE	06/15/17	1,727.56	UNIFORMS, MATS, & TOWELS
111450	11378	MNS ENGINEERS INC	06/15/17	2,250.00	ENGINEERING CONSULTANT SERVICES
111451	1350	OAKLAND POLICE DEPARTMENT PERSONNEL & TR	06/15/17	25.00	PATROL POST TRAINING
111452	172	ORIENTAL TRADING COMPANY, INC	06/15/17	389.43	SUPPLIES FOR PRESCHOOL
111453	349	PACIFIC GAS & ELECTRIC	06/15/17	50.96	STREETLIGHTS AND TRAFFIC SIGNALS
111454	11509	MARC PALACIO	06/15/17	255.38	EXPENSE REIMBURSEMENT
111455	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	06/15/17	175.00	PEST CONTROL
111456	10729	PETTY CASH CUSTODIAN-RECREATION CHERYL G	06/15/17	697.37	PETTY CASH REPLENISHMENT
111457	11517	ANTHONY PIQUETTE	06/15/17	226.15	EXPENSE REIMBURSEMENT
111458	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	06/15/17	1,005.39	FLEET LIGHT STRIP
111459	11510	JENNA QUINONEZ	06/15/17	302.28	EXPENSE REIMBRUSEMENT
111460	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	06/15/17	443.36	SUPPLIES FOR PRESCHOOL
111461	377	SIMON & COMPANY INC	06/15/17	1,956.84	LEGISLATIVE SERVICES

Final Disbursement List. Check Date 06/15/17, Due Date 06/26/17, Discount Date 06/26/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111462	1741	SIRCHIE FINGER PRINT LABORATORIES	06/15/17	182.25	EVIDENCE SUPPLIES
111463	5463	MARY TEIXEIRA	06/15/17	10.17	EXPENSE REIMBURSEMENT
111464	1765	TEMPERATURE TECHNOLOGY INC	06/15/17	4,525.00	BARD UNIT SERVICE CENTER
111465	5246	TURF STAR INC	06/15/17	302.27	MOWER & AMT PARTS & REPAIR
111466	6797	US BANK CORPORATE PAYMENT	06/15/17	13,240.72	US BANK CC PAYMENT 05/22/17
111467	7517	U S FOODS INC SAN FRANCISCO	06/15/17	956.28	FOOD SUPPLY FOR CAFE
111468	88	UNITED ROTARY BRUSH CORP	06/15/17	145.21	FLEET PARTS
111469	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	06/15/17	261.24	PAYROLL PREMIUM - E0246926
111470	5623	VERIZON WIRELESS	06/15/17	93.62	GPS TRACKERS
Total				63,042.54	

Final Disbursement List. Check Date 06/29/17, Due Date 07/10/17, Discount Date 07/10/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111553	10736	ABACUS PRODUCTS INC	06/29/17	237.16	PRINTING SVCS
111554	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	06/29/17	1,585.26	PAYROLL - SHORT TERM DISABILITY PREMIUM
111555	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	06/29/17	2,814.52	AWS ACCESS FEES
111556	14	ALPINE AWARDS	06/29/17	2,264.44	T-SHIRTS/AWARDS
111557	348	AT&T	06/29/17	113.63	MONTHLY TELECOM
111558	1085	AT&T	06/29/17	39.66	MONTHLY LONG DISTANCE JUNE'17
111559	11491	JASON AVERY	06/29/17	50.02	EXPENSE REIMBURSEMENT
111560	9680	BAY CENTRAL PRINTING	06/29/17	70.36	BUSINESS CARDS
111561	7275	PETER BEIREIS	06/29/17	25.79	EXPENSE REIMBURSEMENT
111562	23	FRANK BONETTI PLUMBING INC	06/29/17	325.00	PLUMBING WORK
111563	6630	BOUNDTREE MEDICAL LLC	06/29/17	767.70	GLOVES
111564	10261	CARBONIC SERVICE	06/29/17	265.53	CO2 PURCHASES
111565	33	CENTRAL TOWING & TRANSPORT LLC	06/29/17	97.50	TOWING SERVICES
111566	5465	CHABOT SPACE & SCIENCE CENTER	06/29/17	628.00	SDC TRIP
111567	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	06/29/17	300.00	LATENT PRINTS
111568	10970	COCA COLA REFRESHMENTS UNION CITY SALES	06/29/17	895.37	DRINKS FOR CAFE
111569	10793	MARCUS LAM	06/29/17	50.00	RENTAL DEPOSIT REFUND
111570	10793	ROBERT REYES	06/29/17	345.00	PARTY CANCELLATION REFUND
111571	10793	BREWER ISLAND ELEMENTARY SCHOOL	06/29/17	100.00	RENTAL DEPOSIT REFUND
111572	10793	FOSTER CITY ELEMENTARY SCHOOL	06/29/17	50.00	RENTAL DEPOSIT REFUND
111573	10793	PIONEER ELEMENTARY	06/29/17	100.00	RENTAL DEPOSIT REFUND
111574	10793	ALVARADO ELEMENTARY SCHOOL	06/29/17	143.00	OVERPAYMENT REFUND
111575	10793	STANTON ELEMENTARY SCHOOL	06/29/17	50.00	RENTAL DEPOSIT REFUND
111576	10793	MONA MAHER	06/29/17	50.00	RESERVATION DEPOSIT REFUND
111577	10793	NANCY ASMUNDSON	06/29/17	50.00	RESERVATION DEPOSIT REFUND
111578	10793	RESURRECTION SCHOOL	06/29/17	50.00	RESERVATION DEPOSIT REFUND
111579	10793	LILLIE TURNER	06/29/17	300.00	RENTAL DEPOSIT REFUND
111580	10793	DENISE BERRY	06/29/17	50.00	RENTAL DEPOSIT REFUND
111581	10793	ROSA A ROJAS	06/29/17	50.00	RENTAL DEPOSIT REFUND
111582	10793	JENNIFER BROWN	06/29/17	100.00	RENTAL DEPOSIT REFUND
111583	10793	LISSETTE DIAZ	06/29/17	50.00	RENTAL DEPOSIT REFUND
111584	10793	KALPANA KAMALANATH	06/29/17	209.00	CLASS CANCELLATION REFUND
111585	10793	VISION BASKETBALL	06/29/17	300.00	RENTAL DEPOSIT REFUND
111586	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	06/29/17	223.75	LEGAL ADS
111587	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	06/29/17	495.55	PAYROLL - DENTAL PREMIUM JULY'17
111588	7183	DEMARAY'S GYMNASTICS ACADEMY	06/29/17	894.40	RECREATION CONTRACT
111589	9796	DRAEGER SAFETY DIAGNOSTICS INC	06/29/17	3,820.25	ALCOTEST DEVICES
111590	8713	ELIFEGUARD INC	06/29/17	985.46	EQUIPMENT AND UNIFORM SHORTS
111591	4731	EWING IRRIGATION PRODUCTS INC	06/29/17	996.75	PROJECT 900 - CITYWIDE PARK IRRIGATION S
111592	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	06/29/17	707.18	VISION PREMIUM
111593	522	FEDEX	06/29/17	10.58	PACKAGE DELIVERY
111594	1733	FIRST BAPTIST CHURCH	06/29/17	80.00	PAYROLL DEDUCTION - DONATION JUNE'17
111595	9338	CITY OF FOSTER CITY	06/29/17	5,500.00	CALOPPS ANNUAL FEES
111596	550	FREMONT RUBBER STAMP CO INC	06/29/17	70.75	STAMPERS/DESK SIGNS
111597	3638	MARK GOTHARD	06/29/17	4,080.05	RECREATION CONTRACT
111598	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	06/29/17	517.50	RECREATION CONTRACT
111599	11308	HAPPY BIRDS	06/29/17	700.00	TWO PERFORMANCES FOR ASH STREET
111600	7563	HILLYARD / SAN FRANCISCO	06/29/17	300.85	CLEANING SUPPLIES SILLIMAN
111601	10192	SITEONE LANDSCAPE SUPPLY	06/29/17	1,223.44	IRRIGATION SUPPLIES
111602	6786	STACEY KENISON	06/29/17	60.81	EXPENSE REIMBURSEMENT
111603	5069	KIDZ LOVE SOCCER, INC.	06/29/17	7,026.00	RECREATION CONTRACT

Final Disbursement List. Check Date 06/29/17, Due Date 07/10/17, Discount Date 07/10/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111604	7964	KNORR SYSTEMS INC	06/29/17	192.72	POOL CHEMICALS
111605	1452	MISA LEAL	06/29/17	81.11	EXPENSE REIMBURSEMENT
111606	80	LYNN PEAVEY COMPANY	06/29/17	391.52	EVIDENCE SUPPLIES
111607	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	06/29/17	1,537.60	EMPLOYEE ASSISTANCE PROGRAM
111608	11482	MARCI MARINO	06/29/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PRO6
111609	7618	METLIFE SBC	06/29/17	1,758.65	PAYROLL - LONG TERM DISABILITY PREMIUM
111610	11378	MNS ENGINEERS INC	06/29/17	42,275.00	ENGINEERING CONSULTANT SERVICES
111611	10865	NEW IMAGE LANDSCAPE	06/29/17	450.00	LANDSCAPE MAINTENANCE
111612	324	NEWARK CHAMBER OF COMMERCE	06/29/17	5,533.76	CHAMBER EXPENSES
111613	11272	NICHOLAS CUEVAS	06/29/17	46.41	EXPENSE REIMBURSEMENT
111614	349	PACIFIC GAS & ELECTRIC	06/29/17	78,447.10	GAS & ELECTRIC CHARGES
111615	11509	MARC PALACIO	06/29/17	580.96	EXPENSE REIMBURSEMENT
111616	11062	PCD	06/29/17	250.00	PCD - Touch Panel troubleshooting
111617	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	06/29/17	347.42	FOURTH OF JULY POSTERS
111618	11515	PROMOS 911	06/29/17	254.08	COMM ENG PROGRAM
111619	11510	JENNA QUINONEZ	06/29/17	304.42	EXPENSE REIMBURSEMENT
111620	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	06/29/17	9,935.47	LEGAL ADVICE FEES
111621	11403	ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA	06/29/17	7,307.65	NEWARK PARKS MASTER PLAN - 05/17
111622	112	WILLE ELECTRICAL SUPPLY CO INC	06/29/17	68.02	ELECTRICAL SUPPLIES
111623	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	06/29/17	170.00	WEB HOSTING, EMAIL FILTERING, & NETWORK
111624	7517	U S FOODS INC SAN FRANCISCO	06/29/17	1,436.59	FOOD SUPPLY FOR CAFE
111625	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	06/29/17	261.24	PAYROLL PREMIUM - E0246926
111626	11484	VALBRIDGE PROPERTY ADVISORS	06/29/17	2,524.08	PROPERTY APPRAISALS RELATED TO NEW CIVIC
111627	5623	VERIZON WIRELESS	06/29/17	418.11	SERVICE FOR IPADS
111628	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	06/29/17	50.00	LAB TESTS
111629	10822	WEE HOOP INC C/O DINAH SHAH	06/29/17	807.00	RECREATION CONTRACT
111630	143	WILCO SUPPLY P O BOX 3047	06/29/17	289.28	LOCKS & SUPPLIES
111631	340	WITMER-TYSON IMPORTS	06/29/17	959.50	K9 TRAINING/SUPPLIES
Total				197,202.95	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111632	11466	YORK RISK SERVICES GROUP	07/03/17	110,897.75	WORKER'S COMP CLAIM# NEWA-0495
		Total		110,897.75	

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111471	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	06/23/17	428.40	BACKGROUND CHECKS
111472	11094	ACME AUTO LEASING, LLC	06/23/17	1,909.44	ARMORED RESCUE VEH LEASE - 06/17
111473	1774	AIRGAS USA, LLC	06/23/17	58.92	CYLINDER RENTAL
111474	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	06/23/17	540.00	FIRE APPARATUS REPAIR AND SERVICE
111475	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	06/23/17	1,498.00	CITATION PROCESSING FEES - MAY'17
111476	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	06/23/17	150.00	SWAT TRAINING
111477	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	06/23/17	560.75	CRIME LAB FEES
111478	7743	ALL AMERICAN RENTALS INC	06/23/17	375.91	EQUIPMENT RENTALS
111479	5821	ALL CITY MANAGEMENT SERVICES, INC	06/23/17	3,231.90	CROSSING GUARD SVCS
111480	12	ALLIED AUTO STORES INC	06/23/17	1,459.25	AUTO PARTS
111481	14	ALPINE AWARDS	06/23/17	842.69	T-SHIRTS/AWARDS
111482	11531	WARREN ANTIDA	06/23/17	176.02	EXPENSE REIMBURSEMENT
111483	11511	AQUATIC DESIGN GROUP, INC.	06/23/17	240.03	AQUATIC CENTER DESIGN
111484	11433	AUTOWISE	06/23/17	165.70	AUTO PARTS AND SERVICE
111485	9680	BAY CENTRAL PRINTING	06/23/17	127.56	BUSINESS CARD IMPRINTING
111486	6630	BOUNDTREE MEDICAL LLC	06/23/17	1,535.40	GLOVES
111487	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	06/23/17	4,442.92	STREETLIGHT AND TRAFFIC SIGNAL MAINTENAN
111488	5337	CDW GOVERNMENT INC	06/23/17	71.56	POLICE SUPPLIES
111489	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	06/23/17	1,024.02	GAS CARDS
111490	3751	BRYAN COBB	06/23/17	54.31	EXPENSE REIMBURSEMENT
111491	10650	WARREN SEMIEN C/O FRISCO ZYDECO EVENTS	06/23/17	1,000.00	SECURITY DEPOSIT REFUND
111492	10650	NEWPARK AUTO SERVICE	06/23/17	298.00	BUSINESS LICENSE REFUND FOR DOUBLE PAYME
111493	10649	OTTO PFAEFFLE	06/23/17	1,000.00	PERFORMANCE BOND RTN EP# 2016-0089
111494	10793	VERONICA PATINO	06/23/17	300.00	RENTAL DEPOSIT REFUND
111495	10793	WESLEY HALL	06/23/17	300.00	RENTAL DEPOSIT REFUND
111496	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	06/23/17	447.50	LEGAL AD FOR CIP #1152: SILLIMAN CENTER
111497	11259	KATHRYN DENNIS	06/23/17	55.63	EXPENSE REIMBURSEMENT
111498	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	06/23/17	354.00	FINGERPRINTING FEES
111499	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	06/23/17	732.50	ANNUAL QSI INSPECTION RECORD
111500	1778	DISCOUNT SCHOOL SUPPLY	06/23/17	1,900.37	PRESCHOOL SUPPLIES
111501	11461	EMC PLANNING GROUP INC.	06/23/17	18,657.07	CONTRACTUAL SERVICES
111502	10642	FASTENAL COMPANY	06/23/17	1,019.81	CONCRETE CORE DRILL AND MASONRY BIT
111503	1120	FORENSIC ANALYTICAL SCIENCES, INC	06/23/17	129.00	LAB TESTS
111504	11112	FREMONT DEL GRANDE INC	06/23/17	61,246.21	DEALERSHIP INCENTIVES 01/01-03/31/17
111505	11112	FREMONT CHRYSLER DODGE JEEP RAM	06/23/17	609.52	FLEET PARTS
111506	313	FREMONT URGENT CARE CENTER	06/23/17	879.00	PRE-EMPLOYMENT/DOT PHYSICALS
111507	10983	G BORTOLOTO & CO INC	06/23/17	41,511.80	RETENTION FEES FOR PRJ 1116
111508	4845	HINDERLITTER DELLAMAS & ASSOCIATES	06/23/17	7,110.80	SALES TAX CONSULTING/AUDIT SERVICES
111509	11525	HEXAGON TRANSPORTATION CONSULTANTS, INC.	06/23/17	26,300.00	TRAFFIC IMPACT FEE STUDY
111510	7563	HILLYARD / SAN FRANCISCO	06/23/17	33.58	CLEANING PRODUCTS
111511	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	06/23/17	1,212.80	MISC. MAINTENANCE PARTS/SUPPLIES
111512	11490	LORENZO HOULE	06/23/17	191.18	EXPENSE REIMBURSEMENT
111513	11501	ALAMEDA CO. ITD FINANCE	06/23/17	5,060.60	APX 6500 W/ PROGRAMMING
111514	2540	DEOL OIL JARVIS SHELL	06/23/17	2,442.73	PATROL VEHICLE CLEANING
111515	10192	SITEONE LANDSCAPE SUPPLY	06/23/17	1,414.70	PROJECT 900 - CITYWIDE PARK IRRIGATION S
111516	11470	JEREMIAH JOHNSTON	06/23/17	300.00	PERFORMANCE FOR ASH STREET
111517	11494	KANEN TOURS, INC.	06/23/17	3,584.00	NAPA RIVER CRUISE 06/13/17
111518	11170	KEYSER MARSTON ASSOC, INC	06/23/17	5,102.50	IMPACT FEE STUDY
111519	293	LANGUAGE LINE SERVICES INC	06/23/17	227.71	INTERPRETATION SVCS
111520	6713	DAVID LEE	06/23/17	533.69	EXPENSE REIMBURSEMENT
111521	6124	BRIAN LEWIS	06/23/17	65.00	EXPENSE REIMBURSEMENT

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11522	80	LYNN PEAVEY COMPANY	06/23/17	370.85	EVIDENCE SUPPLIES
11523	11482	MARCI MARINO	06/23/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PR06
11524	11530	JESUS MERO	06/23/17	250.00	EXPENSE REIMBURSEMENT
11525	1409	LAWRENCE E MURPHY PHD CONSULTING PSYCHOL	06/23/17	2,800.00	PSYCHOLOGICAL EXAMS FOR APPLICANTS
11526	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	06/23/17	1,289.66	FLEET PARTS
11527	10865	NEW IMAGE LANDSCAPE	06/23/17	25,543.00	LANDSCAPE MAINTENANCE
11528	327	OCCU-MED LTD	06/23/17	100.00	PRE-EMPLOYMENT PHYSICALS
11529	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	06/23/17	402.00	PEST CONTROL
11530	11517	ANTHONY PIQUETTE	06/23/17	186.64	EXPENSE REIMBURSEMENT
11531	10683	PITNEY BOWES GLOBAL FINANCIAL SRVCS	06/23/17	1,690.33	MAILING MACHINE LEASE AGREEMENT
11532	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	06/23/17	142.35	SPECIFICATIONS PRINTING FOR CIP #1142: 2
11533	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	06/23/17	769.56	FLEET LIGHT STRIP
11534	11510	JENNA QUINONEZ	06/23/17	274.94	EXPENSE REIMBURSEMENT
11535	11185	SUNITA RANI	06/23/17	85.00	EXPENSE REIMBURSEMENT
11536	9811	REDFLEX TRAFFIC SYSTEMS	06/23/17	18,800.00	REDLIGHT CAMERA MONITORING
11537	11375	RESIDENCE INN SAN JOSE SOUTH	06/23/17	2,506.00	ACADEMY TRAINEE HOTEL
11538	11373	RRM DESIGN GROUP	06/23/17	262.50	NEWARK ZONING CODE UPDATE
11539	11305	SAN DIEGO COUNTY LAW ENFORCEMENT EXPLORE	06/23/17	3,150.00	EXPLORER ACADEMY
11540	112	WILLE ELECTRICAL SUPPLY CO INC	06/23/17	107.84	ELECTRICAL SUPPLIES
11541	10676	SIERRA INSTALLATIONS INC	06/23/17	140.00	STREET BANNER REMOVAL
11542	40	STAPLES ADVANTAGE DEPT LA	06/23/17	2,436.37	OFFICE SUPPLIES
11543	11175	SUPPORT WAREHOUSE LTD	06/23/17	401.00	POST WARRAMTY, FOUNDATION CARE 24X7 SERV
11544	11396	SWA SERVICES GROUP INC	06/23/17	26,967.06	JANITORIAL SERVICES
11545	1765	TEMPERATURE TECHNOLOGY INC	06/23/17	1,148.86	HVAC CONTRACTOR
11546	146	THYSSENKRUPP ELEVATOR CORPORATION	06/23/17	2,600.00	ELEVATOR REPAIR
11547	10968	UTILITY TELEPHONE	06/23/17	15,955.86	MONTHLY TELECOM JUNE'17
11548	853	VALLEY OIL COMPANY LOCKBOX# 138719	06/23/17	927.47	FUEL/OIL FOR VEHICLES
11549	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	06/23/17	100.00	LAB TESTS
11550	5050	WEST COAST ARBORISTS INC	06/23/17	11,718.00	2017 STREET TREE MAINTENANCE
11551	9357	WILMA LOTT CATERING	06/23/17	2,082.69	CHIEF LEAL RETIREMENT LUNCH
11552	11466	YORK	06/23/17	2,955.08	WORKERS' COMPENSATION CLAIMS
Total				329,380.54	