

Memorandum Of Understanding

between

CITY OF HAYWARD

and

***INTERNATIONAL FEDERATION OF PROFESSIONAL
& TECHNICAL ENGINEERS - LOCAL 21***

October 1, 2007 through September 30, 2011

**CITY OF HAYWARD
and
LOCAL 21 NEGOTIATIONS
SUMMARY OF PROVISIONS AND AMENDMENTS**

This summarizes changes in the Memorandum of Understanding with PROFESSIONAL AND TECHNICAL ENGINEERS, IFPTE-LOCAL 21, covering the period October 1, 2007 through September 30, 2011.

1. TERM OF AGREEMENT

Four (4) years, from October 1, 2007 through September 30, 2011.

2. SALARY ADJUSTMENTS - COLA

- October 1, 2007 3.0 %
- October 1, 2008 3.0 %
- October 1, 2009 4.0%
- October 1, 2010 4.0%

3. SPECIAL SALARY ADJUSTMENTS – MARKET ADJUSTMENTS

In addition to cost-of-living wage adjustments, market adjustments shall be applied to benchmark classifications and classifications linked to benchmarks over the term of the Agreement, as follows (See Attachment 1 for List of Classifications in each group):

GROUP	10/1/2007	10/1/2008	10/1/2009	TOTAL
1. Eng'g & Dev. Services	2.91%	2.91%	2.92%	8.74%
2. Community Services	5.11%	5.11%	5.12%	15.34%
3. Inspection & Lab Services	2.00%	2.00%	1.62%	5.62%
4. Technology Services	2.70%	2.71%	2.71%	8.12%
5. Library Services	2.52%	2.53%	2.53%	7.58%

4. SAFETY EQUIPMENT

Increase allowance for safety shoes to \$200.00 per year; increase allowance for prescription safety glasses to \$125.00 per year; and add Recycling Specialist and Police ID Specialist classifications to the list of employees eligible for safety equipment allowance.

5. MEAL ALLOWANCE

Increase meal allowance to \$10.00 for employees required to attend an evening meeting or required to work at least two (2) hours overtime at the end or prior to the start of a shift or as a result of an unscheduled call back on scheduled days off. For each additional four (4) hours worked, the employee shall receive an additional \$10.00 meal allowance.

6. BILINGUAL PAY

Employees who agree, in the performance of their duties, to utilize their bi-lingual skills (including American Sign Language) to converse with the public and who have passed the City's competency requirements, shall receive bilingual pay in the amount of \$30 per pay period.

In addition, employees who agree, in the performance of their duties, to utilize their bi-lingual skills in a manner that exceeds basic conversational skills such as creating

written documents, and who have passed the City's competency requirements, shall receive bi-lingual pay in the amount of \$40.00 per pay period. The City will determine the language(s) other than English eligible for the pay.

7. SUPPLEMENTAL BENEFITS

For employees who decline enrollment because of medical coverage from another source, the City shall contribute for alternate benefits as follows:

- Single-party coverage \$150.00 per month
- Two-party coverage \$270.00 per month
- Two-party plus coverage \$350.00 per month

8. PLAN CHECKING ENGINEER

Adjust salary of Plan Checking Engineer by 2.01 %, retroactive to the date the incumbent was hired into the position, to make up for exclusion from the 2002 and 2003 adjustments given the Engineer series.

9. SURVEYOR

Five percent (5%) pay differential for Surveyor classification who obtains a Land Surveyor License, effective the first full pay period following Union ratification and City Council Approval.

10. HAZARDOUS MATERIALS INVESTIGATOR

Effective 10/1/2006, the City will roll five percent (5%) into the base pay of the position and add UST Inspector Certification as a minimum requirement in the job description.

11. ENVIRONMENTAL SPECIALIST

Upon certification of the incumbent, the City will roll five percent (5%) into the base pay of the position and add UST Inspector Certification as a minimum requirement in the job description.

12. ASSISTANT ENGINEER / ASSOCIATE ENGINEER

Effective the first full pay period following Union ratification and City Council approval, the parties agree to meet and revise the job specifications of Assistant Civil Engineer and Assistant Transportation Engineer to restructure the positions into flexibly staffed classifications. The intent is that upon finalization of the flexible staffing criteria, employees who have or who subsequently attain their Professional Engineer License and meet the established criteria will be flexibly staffed to the Associate Engineer level.

13. SENIOR COMMUNITY PRESERVATION INSPECTOR – SALARY SCALE

Adjust salary steps for Sr. Community Preservation Inspector classification to make them a uniform 5% between steps utilizing the current top step.

14. 10% DIFFERENTIAL: SENIOR AND JOURNEY LEVEL POSITIONS

Effective 10/1/2007, 10 % differential between Sr. Plan Checker and Plan Checker; and between Sr. Property Rehabilitation Specialist and Property Rehabilitation Specialist.

15. PARITY

Effective 10/1/2007, establish parity between Sr. Housing Inspector and Sr. Community Preservation Inspector; and between Sr. Building Inspector and Sr. Plan Checker.

16. INDUSTRIAL DISABILITY

Amend provision and limit additional compensation provided by the City during industrial disability leave to twelve (12) months during any three-year period.

17. RETIREE MEDICAL BENEFIT

Employees who retire after December 31, 2007 who have ten (10) years of service with the City are eligible for a City contribution of \$274.72 per month toward retiree medical costs.

Employees employed by the City on July 1, 2008 and who have at least five (5) years of service with the City will be eligible for a City contribution of \$274.72 per month toward retiree medical costs.

For those employees employed by the City on July 1, 2008 and who have less than five (5) years of service with the City, the issue of eligibility for City contribution toward retiree medical benefits is subject to further review. The parties agree to study the issue and the City will provide a response no later than sixty (60) days after Union ratification and City Council approval of this MOU. The parties agree to meet and discuss and resolve eligibility standing of these employees. In the event the City and the Union are unable to resolve the issue of eligibility standing, neither party relinquishes or concedes any issues pertaining to the merits of the dispute.

18. ACTING PAY

Amend language in "Section 8.10 Acting Pay" to define one work-week as qualifying period for Acting Pay; and to clarify compensation at acting-pay rate during periods of approved leave with pay during the "acting" period.

19. WORK-OUT-OF-CLASS PAY

Add a new provision for employees who may be assigned to perform the duties of a higher classification when the incumbent is not available. An out-of-class assignment shall only be made by the supervisor or department head or his/her designee. An employee assigned out-of-class work shall receive five percent (5%) differential pay for all hours worked in the higher classification.

20. CHANGE IN PAY UPON PROMOTION

When employees are promoted, they shall receive the first step in the salary range for their new position or be placed on a step that represents a minimum salary increase of 5% added to base salary, whichever is greater. However, in no case shall the increase result in a salary greater than the fifth step of the classification to which the employee is promoted.

21. CHANGE IN PAY UPON RECLASSIFICATION

When a position is reallocated to a classification with a higher pay range, and the incumbent employee retains the position, he or she shall receive the first step in the new range, or a salary increase of a minimum of 5% added to base salary, whichever is greater. However, in no case shall the increase result in a salary greater than the fifth step of the new classification to which the employee is reclassified.

22. ELIGIBILITY FOR ADVANCEMENT IN PAY

Amended language to read: Employees shall be advanced from Step A to Step B and from Step B to Step C in accordance with the time in step requirements outlined below.

Thereafter, eligibility for advancement to Steps D and E will be based upon overall satisfactory performance evaluations. (Time in step will not change.)

Section 8.04 (Attaining Advancement) and Section 8.05 (Use of Performance Ratings in Determining Whether Step Advancement is Merited) are deleted.

23. HOLIDAYS

Observe Saturday holidays on the Friday preceding the holiday; and make Christmas Eve a full-day holiday and delete the floating 4-hour leave available for Christmas or New Year's Eve.

24. ALTERNATE WORK SCHEDULES

Revise application process for AWS so that only employees applying for new or revised schedules need to submit applications in July.

25. EDUCATIONAL REIMBURSEMENT

Revise procedure for applying for educational reimbursement from this account so that applications are submitted directly to the Human Resources Department.

The fund remains at \$7,500 per fiscal year, but is now subject to annual review at the end of the fiscal year to discuss funding adjustments.

26. P.E.R.S. RETIREMENT PROGRAM

Actuarial data relating to 2.7%@55 formula will be made available to the Union in the fall of 2010. The City agrees to meet as early as April 2011 to begin negotiations for a successor MOU.

27. LEAVE CONVERSION PLAN FOR POST-RETIREMENT BENEFIT (VEBA) - NEW SECTION

Union and City agree to discuss the leave conversion plan for post-retirement benefits not later than April 30, 2008.

28. DEFERRAL OF CERTAIN PAYMENTS DUE ON RETIREMENT – SEC. 7.11

Union and City agree to discuss Section 7.11 within six (6) months of ratification of new MOU.

29. FLEXIBLE SPENDING ACCOUNT – NEW SECTION

This is an existing benefit that is not in the Union's MOU. A new section will be added, on Medical and Dependent Care Spending Account.

30. STATE DISABILITY INSURANCE

This is an existing benefit that is not in the Union's MOU. A new section will be added, on State Disability Insurance.

31. GRIEVANCE PROCEDURE

To increase various time periods specified in Sections 15.02 and 15.05 from "seven (7) working days" to "ten (10) working days".

32. PERSONNEL FILES

Reduce waiting period from three (3) years to two (2) years before employees can request for removal of disciplinary materials from their files.

33. WORK WEEK

Define work week, for payroll purposes, to accommodate forty (40) hours in a seven-day work period.

34. COMPREHENSIVE LEAVE AMENDMENTS

Sections 12.0, 13.0 and 14.0 on vacation, sick leave, and miscellaneous leaves will be amended for clarification and to conform to current statutory requirements. Changes are as follows:

- a. 12.01 – Vacation Leave Policy; approved leave without pay; unauthorized leave without pay; and counting leaves towards state or federal leave entitlement;
- b. 12.02 – Vacation Leave Allowance for Full-Time Employees; defines accrual of vacation leave allowance for full-time employees; and not crediting service time to former employees who return after an absence of more than one year or to temporary, provisional or contractual employees appointed to regular appointments; and some language changes.
- c. 12.03 – Vacation Leave Allowance for Part-Time Employees; defines accrual of vacation leave allowance for part-time employees; applies six-month-of-service rule to part-time employees;
- d. 12.04 – Payment for Unused Vacation Leave; new section for provision moved from 12.02 on vacation leave used or owed at the time the employee separates from the City;
- e. 12.05 – Vacation Leave Records; new section for maintenance of leave records through the payroll system;
- f. 13.01 – Sick Leave Policy; provision on medical and dental appointments not to exceed 4 hours moved here from 13.05; family sick leave up to half of annual accrual; counting sick leave toward state or federal entitlement;
- g. 13.02 – Sick Leave Allowance for Full-Time Employees ... at 3.7 hours per payroll period;
- h. 13.03 – Sick Leave Allowance for Part-Time Employees ... proportionate to the hours worked; applies three-month-of-service rule to part-time employees on use of earned sick leave;
- i. 13.04 – Sick Leave Notice and Certification; supervisor can require physician's certificate for five (5) consecutive days; defines what information should be included in certificate; adds language to allow sick leave usage for treatment of alcoholism or substance addiction;
- j. 13.05 – Sick Leave Records ... shall be maintained through the payroll system; original text of 13.05 moved to become part of 13.01
- k. 13.06 – Payment for Unused Sick Leave; defines hourly rate of pay to include City-paid PERS contribution;
- l. 13.07 – Family and Medical Leave; moved to 14.09
- m. 13.08 – Catastrophic Injuries/Illness Timebank; moved to 14.12
- n. 14.01 – Funeral Leave renamed Bereavement Leave;

- o. 14.02 – Bereavement Leave for Part-Time Employees ... on a pro-rated basis;
- p. 14.03 – Jury Leave; defines instances when employees shall report to work before or after jury duty;
- q. 14.04 – Military Leave; defers to Hayward City Council resolution;
- r. 14.05 – Industrial Disability leave; amended to reflect SEIU language on 12 months of supplementary compensation for every 36-month period;
- s. 14.06 – Leave without Pay; allowable up to 80 hours per calendar year with Department Head approval; no benefits accrue while on approved leave without pay;
- t. 14.07 – Leaves of Absence; makes part-time employees eligible on a pro-rata basis; paid medical and life insurance of up to four (4) months moved to this section; defines when leave of absence can be taken;
- u. 14.08 – Absence Without Leave; new section on notification requirement when going on leave;
- v. 14.09 – Family and Medical Leave / California Family Rights Act; new section on leaves being in compliance with state and federal laws and governed by Admin Rule 2.45;
- w. 14.10 – Pregnancy Disability Leave; new section on leaves being in compliance with state and federal laws and governed by Admin Rule 2.45;
- x. 14.11 – Parental Leave; defines when parental leave may be taken; counts parental leave towards FMLA/CFRA leaves; and
- y. 14.12 – Catastrophic Injury/Illness Time Bank; moved here from 13.08 without changes.

35. OTHER M.O.U. CHANGES and SIDE LETTER AGREEMENTS

- a. Add Geographic Information Systems (GIS) Coordinator to list of classifications in Local 21;
- b. SURVEY METHODOLOGY – For succeeding contracts, the parties agree to include the following components in the survey: EPMC, health, dental, vision, life insurance, deferred compensation, and LTD.
- c. Side Letter Agreement on retiree medical benefit for employees with less than five (5) years of service to the City on July 1, 2008.
- d. Side Letter Agreement on flexible staffing scheme for Engineer/Assistant Engineer classifications.
- e. Medical and Life Insurance for Employees on Leave of Absence – City will include information on group life insurance in its COBRA notice to employees on extended unpaid leaves of absence. (Section 7.07 deleted.)
- f. Mutually acceptable non-substantive editorial/typographical changes may be made on the MOU.

36. OTHER AGREEMENTS NOT REFLECTED IN MOU

- a. City will not maintain a call-back list of WPSC employees and WPSC employees will be informed of this;
- b. Add Geographic Information Systems (GIS) Coordinator to Group 4 of salary survey groupings; add Collections Officer classification to Group 2 of salary survey groupings.
- c. City to inform new employees of Local 21 by presenting them with information packet provided by the Union;
- d. Classification reviews and job audits now underway for the following classifications: Collections Officer; Community Programs Specialist; Construction Inspector; Development Review Specialist; Environmental Specialist; Hazardous Materials Investigator; Police ID Specialist; Sr. WPSC Inspector; T.S. Support Technician; and WPSC Inspector.
- e. City will inform Department Heads of changes in the approval process for Educational Reimbursement, as well as on the nature of the Educational Reimbursement fund itself.
- f. City payroll system has been programmed to accept voluntary contributions for the Union's COPE fund to accommodate periodic contributions such as a flat amount deducted from an employee's pay per pay period.

CITY OF HAYWARD

ATTACHMENT 1
GROUPS OF LOCAL 21 CLASSIFICATIONS
(Used in 2007 Salary Survey)

NOTE: This grouping reflects the agreement to include the Collections Officer in the Community Services group and the GIS Coordinator in the Technology Services Group. The benchmark classification for each group is indicated as the underlined classification.

GROUP 1: ENGINEERING AND DEVELOPMENT SERVICES

1. Assistant Civil Engineer
2. Assistant Planner
3. Assistant Transportation Engineer
4. Associate Civil Engineer
5. Associate Planner
6. Associate Transportation Engineer
7. Associate Transportation Planner
8. Engineering Technician
9. Junior Civil Engineer
10. Plan Checking Engineer
11. Real Property Associate
12. Surveyor

7. Laboratory Technician
8. Plan Checker
9. Police ID Specialist
10. Recycling Specialist
11. Sr. Building Inspector/ Electrical
12. Sr. Building Inspector/Plumbing/Mechanical
13. Sr. Building Inspector/ Structural
14. Sr. Community Preservation Insp.
15. Sr. Housing Inspector
16. Sr. Plan Checker
17. Sr. WPSC Inspector
18. WPSC Inspector

GROUP 2: COMMUNITY SERVICES

1. Collections Officer
2. Community Development Specialist
3. Community Programs Specialist
4. Development Review Specialist
5. Economic Development Specialist
6. Family Counselor
7. Sr. Property Rehabilitation Specialist
8. Homeownership Coordinator
9. Housing Development Specialist
10. Housing Rehabilitation Coordinator
11. Paratransit Program Coordinator
12. Property Rehabilitation Specialist
13. Redevelopment Specialist

GROUP 4: INFORMATION TECHNOLOGY SERVICES

1. Computer Operator Analyst
2. Computer Operator
3. GIS Coordinator
4. Graphics/Planning Illustrator
5. Network/Microcomputer Specialist
6. Programmer Analyst
7. I S Support Technician
8. Sr. IS Support Technician
9. Web Specialist

GROUP 3: INSPECTION AND LABORATORY SERVICES

1. Building Inspector
2. Community Preservation Inspector
3. Construction Inspector
4. Environmental Specialist
5. Hazardous Materials Investigator
6. Housing Inspector

GROUP 5: LIBRARY SERVICES

1. Librarian I
2. Librarian II
3. Literacy Program Coordinator

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Memorandum Of Understanding

between

CITY OF HAYWARD

and

**INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL
ENGINEERS, Local 21, AFL-CIO**

On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and authorized representatives of the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, herein called the "Union" made and entered into this Memorandum of Understanding. It is understood and agreed that this Memorandum of Understanding supersedes and replaces that Memorandum of Understanding effective October 1, 2005 through September 30, 2007 by and between the City of Hayward and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO.

This Memorandum of Understanding is subject to all applicable Federal laws, State laws and the Charter of the City of Hayward; and all ordinances, resolutions, Administrative Rules and Personnel Rules of the City except as expressly provided to the contrary by this Memorandum of Understanding. The terms and conditions of this Memorandum of Understanding shall not apply to those persons employed by the City in a temporary or provisional status as defined in the City of Hayward Personnel Rules.

1.00 RECOGNITION, DISCRIMINATION AND UNION ACTIVITIES

1.01 Recognition

The City recognizes the Union as the majority representative for the Professional and Technical Unit of employees consisting of the following classifications as well as any new classification which may be assigned to this representation unit by the City Manager.

Assistant Civil Engineer	Computer Operator – Analyst
Assistant Planner	Construction Inspector
Assistant Transportation Engineer	Development Review Specialist
Associate Civil Engineer	Economic Development Specialist
Associate Planner	Engineering Technician
Associate Transportation Engineer	Environmental Specialist
Associate Transportation Planner	Family Counselor I
Building Inspector	GIS Coordinator
Collections Officer	Graphics/Planning Illustrator
Community Development Specialist	Hazardous Materials Investigator
Community Preservation Inspector	Homeownership Coordinator
Community Programs Specialist	Housing Development Specialist
Computer Operator	Housing Inspector
Junior Civil Engineer	Housing Rehabilitation Coordinator
Laboratory Technician	IS Support Technician
Librarian I	Redevelopment Specialist
Librarian II	Senior Building Inspector / Electrical
Literacy Program Coordinator	Senior Building Inspector / Plumbing-Mechanical
Network/Microcomputer Specialist	Senior Building Inspector / Structural
Paratransit Program Coordinator	Senior Community Preservation Inspector
Plan Checker	Senior Housing Inspector
Plan Checking Engineer	Senior IS Support Technician
Police Identification Specialist	Senior Plan Checker
Programmer Analyst	Senior Property Rehabilitation Specialist
Property Rehabilitation Specialist	Senior Water Pollution Source Control Inspector
Real Property Associate	Surveyor
Recycling Specialist	Water Pollution Source Control Inspector
	Web Specialist

1.02 Union Security

A. Maintenance of Membership

The City agrees to deduct one month's current and periodic Union dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the City the payroll deduction authorization provided by the City for this purpose.

Employees may not revoke this authorization during the term of this Memorandum of Understanding; provided, however, that during the thirty-day period from August 31, 2007 through September 29, 2007 inclusive, employees may revoke their payroll deduction authorization and withdraw from membership in the Union.

B. Agency Shop

The provisions of this Section 1.02 B are applicable only to employees hired on or after November 1, 1983. The parties hereto recognize that membership in the Union is not compulsory, the employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Union.

All employees hired on or after November 1, 1983 who are covered by this Memorandum of Understanding shall become and remain a member of the Union in good standing within thirty (30) days following the beginning of employment; or execute a payroll deduction authorization form and thereby pay to the Union an initial fee not to

exceed the standard initiation fee required as a condition of acquiring membership in the Union and, thereafter, a monthly service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union, and special assessments adopted by the Union's membership for the costs of negotiations, contract administration, and grievance handling.

As an exception to the foregoing, an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employees' organizations, shall execute a payroll deduction authorization form and thereby pay sums equal to the standard initiation fee required as a condition of acquiring membership in the Union, and the monthly service fee and special assessments provided above to one of the following: Emergency Shelter Program, City of Hayward Animal Control Shelter, or Visiting Nurses Association (Hayward Branch).

Upon seven (7) days' notice to the City from the Union that an employee described above has failed to maintain a membership in good standing or has failed to maintain the current service fee payment or has failed to maintain the current charitable contribution payment to one of the three (3) charities designated above, then the City shall: (1) counsel the employee of his/her obligation under the provision, and (2) inform the employee that further failure to maintain the appropriate payments shall subject him or her to discharge.

C. Deductions

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues and service fees.

The Business Manager of International Federation of Professional and Technical Engineers shall notify the Director of Finance in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the City shall be transmitted to the Officer designated in writing by the Business Manager of the Union as a person authorized to receive such funds, at the address specified.

D. Indemnification

The Union shall indemnify, defend, and save harmless the City of Hayward, its officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section 1.02. In addition, the Union shall refund to the City of Hayward any amount paid to it in error upon presentation of supporting evidence.

1.03 No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, religion, sexual orientation, gender identity, marital status, age, political affiliation or legitimate Union activities against any employee or applicant for employment by the

Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable State and Federal laws there shall be no discrimination because of age.

1.04 Professional Standards

An employee, who is concerned that a duty assignment he/she has been asked to perform is inconsistent with professional ethics, may request a meeting with the Department Head to address such concerns. "Professional ethics" as used in this section refers to formal standards published by a professional association whose activities involve the employee's profession. The employee shall be promptly afforded such a meeting upon request. If after meeting with the Department Head the employee's concerns have not been resolved, he/she may have the matter reviewed by the City Manager. The decision of the Department Head and/or the decision of the City Manager concerning the duty assignment in question shall not be subject to the grievance procedure in this Memorandum of Understanding.

2.00 PROBATIONARY PERIOD

2.01 Appointments Subject to Probationary Period

All appointments to positions in the classified service shall be subject to a probationary period. The regular period of probation shall be six (6) months, but longer periods may be specified in individual classification descriptions and shall apply to all positions in the classification. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases.

2.02 Release of Probationer

All probationary employees shall be evaluated at regular intervals during their probationary period. An employee may be released at any time without the right of appeal. Written notice of release designating the effective date of such action shall be furnished the probationer.

2.03 Release Following Promotion

Any employee released during the probationary period following promotion shall be reinstated to his/her former position or a position in the class from which promoted unless the reason for release is cause for dismissal. An employee so reinstated shall be placed at a salary step in the position formerly held consistent with the provisions of the Salary Administration Section of this Memorandum of Understanding. In no event shall an employee so reinstated be placed at a salary step lower than the step held prior to promotion. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he/she has satisfactorily served. If any employee is caused to be released by such action such employee shall be placed on a reemployment register for the classification from which released. Any employee who is released during a probationary period following promotion shall retain appeal rights to dismissal from the City but not the right to appeal his or her release from the position from which demoted.

2.04 Effective Date of Regular Status

Upon attaining regular status, the effective date shall revert to the date of initial probationary appointment.

3.00 LAYOFFS

3.01 Layoffs

Whenever there is a lack of work or a lack of funds requiring reduction in personnel in a department or division of the City government, the required layoffs shall be made in such job classification(s) set forth in the Classification Plan of the City of Hayward as the Department Head may designate in accordance with the following procedures.

- A. Employees shall be laid off in inverse order of their length of service within the affected job classification.
 - 1. Length of service for the purpose of this Section 3.01 shall mean an employee's continuous uninterrupted service within a classification from the effective date of appointment as a probationary or part-time employee in that classification.
 - 2. An interruption in length of service within a classification shall occur as a result of any one of the following:
 - a. Discharge for cause
 - b. Voluntary resignation
 - c. Retirement for service or disability
 - d. Absence from work for twenty-four (24) consecutive months because of layoff
 - e. Failure to return from layoff as provided in Section 3.02
 - f. Failure to return from an approved leave of absence upon the date specified for return at the time said approval was granted.

Provisional and acting appointments to a classification shall not be construed as service in such classification unless such provisional or acting appointment was contiguous with appointment to such classification in a probationary or part-time status.

- 3. Whenever the effective date of appointment to a classification is the same for two (2) or more employees, the original date of hire as a probationary or part-time employee with the City shall be used to determine which employee has greater length of service within the classification. The employee with the earlier original date of hire with the City shall be considered to have the greater length of service within the classification in this situation.
- B. Within each affected job classification all provisional employees shall be laid off before probationary employees and all probationary employees shall be laid off before any regular employees provided, however, that part-time employees whose length of service is less than any probationary or regular employees shall be laid off before such probationary or regular employee. Thereafter, if additional reductions in personnel are required, those employees with the least length of service within the affected classification shall be laid off.
- C. As an alternative to layoff, an employee with regular, probationary or part-time status who is displaced from his/her classification in accordance with the procedures provided in paragraphs (A) and (B) of this Section shall be allowed to

bump to a classification at the same salary level or to a classification at the next lower salary level provided the classification to which he/she bumps is one in which such employee has previously served in a regular, probationary or part-time status and where employee's original date of appointment to said classification, as defined in this Section 3.01 predates that of at least one employee presently serving therein. As an exception to the foregoing, an employee may bump into a classification in which he/she has previously served and where employee's original date of appointment to that classification predates that of at least one employee presently serving therein carrying a higher salary level only if such higher salary level resulted solely from the application of an equity salary adjustment.

1. Bumping rights afforded an employee pursuant to this section shall include access to those classifications in which employee has previously served but which may since have been re-titled but where, as determined by the City, no substantive changes have been made in the duties or qualifications for the classifications in question. Such determination by the City shall be subject to the grievance procedure of this Memorandum of Understanding.
 2. Prior to employees being laid off the City shall post on official bulletin boards and provide the Union with status registers for all affected classifications within the representation unit. Said lists shall include the names of all present employees who have held these classifications and their appointment dates thereto.
 3. An employee eligible to bump into another classification pursuant to this paragraph (C) shall have five (5) calendar days after notice of assignment by the City Manager to a position in that classification in which to accept such assignment. If the affected employee fails to accept such assignment within said five-(5)-calendar-day period, employee shall be laid off. An employee so assigned shall be placed at a salary step in the range for the classification to which employee bumps closest to the employee's former rate of pay but which does not exceed the salary step held by the employee in the classification from which he/she was displaced.
 4. In the event an employee bumps to an occupied or vacant position that is "flexibly" staffed as reflected in the Positions and Salaries Resolution, assignment to said position shall be at the level at which the position is staffed at the time of layoff.
- D. When employees are scheduled for layoff by the City, the affected employee and the Union will be given at least two (2) weeks notice. The City shall attempt, in so far as is possible, to accomplish any contemplated reduction in personnel by attrition rather than by layoff.
- E. In the event employees are scheduled to be laid off, other employees with greater length of service within the same classification may elect to be laid off in lieu of those employees scheduled for such layoff.

3.02 Rights of Return

As position vacancies occur, employees on layoff and those occupying positions to which they have bumped shall be afforded return rights in the order of their length of service in the classification(s) in which such vacancies occur.

- A. An employee shall have ten (10) calendar days from the mailing by certified mail of a notice of return to employee's address of record on file in the Human Resources Department to indicate acceptance of such return and employee's agreement to report for work as specified in the notice.
- B. Employees in layoff status shall retain all credited sick leave earned but unused at the time of layoff. An employee on layoff shall not earn vacation leave credit while in layoff status.

Upon an employee's return from layoff he/she shall be credited with proportionate vacation leave for the balance of the calendar year. The amount of such credit shall be based upon employee's continuous uninterrupted service with the City including time spent in layoff status. Use of vacation leave so credited shall be subject to the provisions of Section 12.02 of this Memorandum of Understanding.

An employee on layoff who is not recalled to service with the City who, at the time his/her rights of return to employment with the City expire, has completed twenty (20) years of continuous uninterrupted service with the City including time spent in layoff status, shall be entitled to payment for unused sick leave as provided for in the Payment for Unused Sick Leave Section of this Memorandum of Understanding. For the purpose of this computation, the employee's hourly rate of pay at the time placed on layoff shall be used.

- C. Employees who are displaced from their classification by virtue of layoff shall be placed on a reemployment register for the classification they held at the time the layoff occurred, hereinafter referred to as the "primary" register. They shall also be placed on reemployment registers for classifications previously served in, hereinafter referred to as "secondary" registers. If an employee fails to respond to such notice of return within the prescribed time period or declines to return from layoff to a secondary register classification, his/her name shall be removed from said secondary register and employee shall no longer be eligible for recall to that classification. If an employee fails to respond to notice of return within the prescribed time period or declines return to his/her primary register classification employee will be considered to have voluntarily resigned employment with the City.
- D. Employees who request and are granted voluntary demotion to a vacant position in lieu of layoff shall be afforded the same rights of return as employees who have exercised bumping rights.

4.00 WORK SCHEDULES - OVERTIME

4.01 Work Week

The normal work week for all full-time employees shall consist of forty (40) hours during each seven (7) day work period.

For payroll purposes, the City's work week shall commence at 12:01 am on the Monday preceding each bi-weekly pay period. The work week for employees on Alternate Work Schedules may be modified based on individual schedules to accommodate forty (40) hours in a seven (7)-day work period.

4.02 Overtime Work

Any work required of full-time employees in excess of the normal work week shall be classed as overtime work. Overtime work shall be recognized only when directly ordered or required by the department head or a designated representative. The City may require employees to work more than the normal eight (8) hours per day or forty (40) hours per week and also to work outside the employees' scheduled work day or work week. Any work required of part-time employees in excess of forty (40) hours per work week shall be classed as overtime work.

4.03 Compensation for Overtime Worked

Overtime work when directly ordered by the department head, or a designated representative, shall be compensated at the rate of time-and-one-half (1½) the straight time rate or compensatory time off at the rate of time-and-one-half (1½) the straight time rate in lieu of overtime pay.

Payment for authorized overtime worked shall be either in cash or compensatory time off at the employee's option. During the year, employees may accumulate a maximum of one hundred twenty (120) hours of compensatory time off, provided however, that by each December 31, the maximum accumulation of compensatory time off shall not exceed eighty (80) hours. Compensatory time may be used at a time mutually agreeable to the employee and the department head. Compensatory time off shall not be taken when the employee must be replaced by another employee in an overtime status unless this provision is waived by the Department Head.

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to observe the provisions of the Fair Labor Standards Act or any other similar legislation which precludes the granting of compensatory time off in lieu of overtime pay, employees subject to such legislation shall not be entitled to compensatory time off in lieu of overtime pay as provided herein.

Accrued compensatory time up to the maximum of one hundred twenty (120) hours provided above shall be used when requested by the employee and approved by the department/division head. Accrued compensatory time in excess of the maximum of one hundred twenty (120) hours provided above shall be used when requested by the employee and approved by the department/division head, or when scheduled by the department/division head provided twenty-four (24) hours advance notice is given the employee concerned.

4.04 Overtime Work During Disaster

All employees shall have the duty and obligation to perform emergency work upon request of proper authority declaring such emergency including overtime work.

4.05 Meal Period and Rest Period

Full time employees shall be assigned to a one-half (0.5) or a one-hour (1.0) unpaid meal period each day within a two-hour period at the midpoint of each shift and a 15-

minute paid rest period during the first half of the work shift, and another 15-minute paid rest period during the second half of the work shift.

4.06 Alternate Work Schedules

The following conditions and understandings will apply to alternate work schedules.

- A. Alternate work schedules shall mean eighty (80) hours work within each pay period, however, the workday and work week may vary. Additionally, employees on approved alternate work schedules shall not be entitled to overtime unless overtime hours worked are expressly approved by management.
- B. The Union shall submit proposed new alternate work schedule(s) and any proposed changes to existing alternate work schedule(s) in writing to the affected Department Head(s) in the month of July. It will not be necessary to submit written proposals to continue existing alternate work schedules without changes.
- C. Such proposals shall include a description of the proposed work schedule and shall include a description of arrangements or agreements designed to assure the timely and effective completion of job tasks and work programs and how the proposed work schedule may enhance services to the public and improve employee morale.
- D. The Department Head will evaluate the proposed schedule including its effect on public service, efficiency and effectiveness of operations and for impact on the work group and other departments. If acceptable to the Department Head, the schedule will be established and will remain in effect until it is either rescinded or revised pursuant to paragraph B or to paragraph E of this section. If not acceptable, the Department Head will provide the rationale in writing within thirty (30) days of the date of the proposal. At the request of the Union the Department Head shall meet with affected employees to attempt to reconcile differences.
- E. However, such schedules may be altered if it can be determined that the public, work group or City would be better served by a different work schedule.

Provisions of this section shall not be subject to the grievance procedure of this Memorandum of Understanding. Appeals of denials of alternate work schedule and/or failure to respond within the time frames outlined above may be made to the City Manager or designee, whose decision shall be final. Nothing in this section shall be construed to limit the ability of the City to require a 9/80 or other alternate work schedules. Any change in work schedule not presently provided for in this Memorandum of Understanding shall be subject to California State government code section 3500.

It is understood that, for the purpose of annual vacation, sick leave and holiday credit, "day" shall mean a standard 8-hour day. Paid leave shall be debited on an hour-for-hour basis.

4.07 Change in Work Schedules

Prior to implementing any work schedule change(s) affecting union employees, the City will first meet and confer with the Union.

5.00 SPECIAL PAY AND ALLOWANCES

5.01 Certification Fees

When the City or State requires that employees possess a certificate as a prerequisite to the performance of their job duties, the City shall reimburse said employees for any fee involved in the issuance or renewal of said certificate. Drivers license fees are not covered by this provision.

5.02 Meal Allowance

A Ten-Dollar (\$10) meal allowance shall be provided to employees required to attend an evening meeting or required to work at least two (2) hours of overtime when such overtime is worked at the end of or prior to the start of a shift, or as a result of an unscheduled call back on scheduled days off. For each additional four (4) hours worked, the employee shall receive an additional Ten-Dollar (\$10) meal allowance.

5.03 Bilingual Pay

Employees who, in the performance of their duties, agree to utilize their bilingual skills (including American Sign Language) to converse with the public, and who have passed the City's competency requirements, shall receive bi-lingual pay in the amount of Thirty Dollars (\$30) per pay period.

In addition, employees who, in the performance of their duties, agree to utilize their bilingual skills in a manner that exceeds basic conversational skills such as creating written documents, and who have passed the City's competency requirements, shall receive bi-lingual pay in the amount of Forty Dollars (\$40) per pay period. The City will determine the language(s) eligible for bilingual pay.

5.04 Standby Pay and Callback Premium

Family Counselors assigned standby duty shall be compensated with one (1) hour of straight-time pay or Compensatory Time Off for each three (3) hour standby assignment (9:00 AM to 12:00 PM on Saturday). Standby pay shall be two (2) hours straight-time pay or Compensatory Time Off for a holiday standby.

An employee on assigned standby shall be provided with a cellular telephone at the City's expense.

An employee on standby who is called in to work shall receive, in addition to the standby allowance provided above, compensation at the overtime rate for work actually performed with a guaranteed minimum of two (2) hours work or two (2) hours pay at the overtime rate.

5.05 Standby for Court Duty

Counselors who are subpoenaed to appear in court on a regularly scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate for an actual appearance in court, or four (4) hours pay at the straight time rate if cancellation occurs on the scheduled day of appearance.

5.06 Information Systems Personnel Standby Pay

Information System employees who are required to be available on a standby basis for possible service calls during their off-shift hours shall receive a standby allowance as follows:

- A. An employee on standby on weekdays (i.e., a sixteen (16) -consecutive-hour period commencing with the end of the regular scheduled work shift Monday through Friday) shall receive a standby allowance of one (1) hour's pay at the employee's regular hourly rate for each weekday night of standby required.
- B. An employee on standby on regular scheduled days off and on holidays (i.e., a twenty-four (24) -consecutive-hour period commencing at 8:00 A.M.) shall receive a standby allowance of two (2) hours' pay at the employee's regular hourly rate for each of the aforementioned days of standby required.

An employee on assigned standby shall be provided with a cellular telephone at the City's expense.

An employee on assigned standby called out on a service call shall receive, in addition to the standby allowance provided above, compensation at the overtime rate for work actually performed during such standby. An employee on standby who is called in to work shall receive, in addition to the standby allowance provided above, compensation at the overtime rate for work actually performed with a guaranteed minimum of two (2) hours work or two (2) hours pay at the overtime rate. The minimum guarantee outlined above does not apply to work performed via telephone or modem.

5.07 Allowance For Construction Inspectors

Construction Inspectors who obtain registration as a Constructor Inspector in Division I or IV (with passage of the contract administration test block) from the American Construction Inspectors Association will be entitled to a five percent (5%) pay differential above the salary step currently held.

In addition to registration with the ACIA, the following will also qualify a Construction Inspector to a five percent (5%) pay differential above the salary step currently held:

- 1. ICBO certificate in plumbing, building and/or mechanical codes provided that such certificate is not required by an employee's classification and is used in the course of the employee's duties; or
- 2. Current or former registration with the State of California as a Registered Public Works Inspector, Division I Engineering.

6.00 MEET AND CONFER - TIME OFF FOR REPRESENTATIVES

6.01 Time Off for Representatives

The City shall allow a reasonable number of employee representatives of the Union reasonable time off during regular work hours without loss of compensation or other benefits to not more than four (4) such employees when formally meeting and conferring with representatives of the City on matters within the scope of representation.

6.02 Permission to Leave Assignments

Employee representatives shall not leave the duty or work station or assignment without specific approval of the department head or other authorized City management official.

7.00 BENEFIT PLANS

7.01 Medical Insurance

The City shall continue to contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.

The City shall pay \$16.00 per month on behalf of each active employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of \$16.00 per month, the City shall pay such additional amounts during the term of this Memorandum of Understanding only.

The City shall pay \$9.80, or the minimum established by PERS, per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of \$9.80 per month, the City shall pay such additional amounts during the term of this Memorandum of Understanding only. (Consistent with the Retired Employees Section of this MOU.)

7.02 Flexible Benefits Plan

The City shall continue in effect a Flexible Benefits Account for each full-time employee in regular or probationary status who is enrolled in one of the PERS medical insurance plans offered by the City. The City shall make monthly payments to each employee's Flexible Benefits Account in an amount which, when combined with contribution amount specified in Section 7.01 of this Memorandum of Understanding is sufficient to pay up to 100% of the premium required of the employee by reason of enrollment and the enrollment of eligible dependents, if any, in a PERS medical insurance plan but not to exceed the premium rate charged by PERS for enrollment in the Kaiser North plan at the individual employee's level of coverage, i.e., one (1)-, two (2)-, or three (3) -party coverage. Such supplemental payments shall be paid for the remaining term of the Memorandum of Understanding only.

In no event shall the sum of the City's contributions pursuant to the provisions of Sections 7.01 and 7.02 of this Memorandum of Understanding exceed the premium rate for the three (3)-party Kaiser rate.

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the PERS medical insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.

The monies in an employee's Flexible Benefits Account shall be used for one or more of the following purposes only: (a) payment of premium charges for the PERS medical insurance program in which the employee is enrolled, (b) cash payments to the employee.

Under the Flexible Benefits plan the City will not treat the employee share of premium payments for the PERS medical insurance program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable

local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his/her Flexible Benefits Account are to be expended during the ensuing year. Thereafter, no changes to designations so made shall be allowed until the enrollment of the following year, except for bona fide hardship conditions which shall be reviewed and determined by a committee consisting of the Director of Finance and the Human Resources Director (or their designees), and two (2) persons designated by the Union who are members of the representation unit. A simple majority vote of the committee shall be required in order for a change in flexible benefit designation to occur, and the deliberations and actions of the committee shall not be subject to the grievance procedure in this Memorandum of Understanding. Decisions of the committee shall be implemented only if they do not contradict applicable provisions of Internal Revenue regulations.

Each employee shall be responsible for providing immediate written notification to the Human Resources Director of any change to the number of his/her dependents which affects the amount of the City's payment to the Flexible Benefits Account. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled shall be liable for refunding the excess amount received via a reduction in the amount paid to employee's Flexible Benefit Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Director. No retroactive increases to the City's payments shall be allowed.

7.03 Dental Insurance

The City shall purchase dental insurance coverage for full time employees, other than temporary and provisional employees, and their eligible dependents. The City's contribution towards the purchase of insurance offered by Delta Dental or a successor plan shall not exceed Eighty-Three Dollars and Sixteen Cents (\$ 83.16) per employee per month, and the City contribution towards purchase of insurance offered by United Concordia or a successor plan shall not exceed Thirty Dollars and Twenty-Two Cents (\$30.22) per employee per month except as provided below.

Benefits under the Delta Dental plan shall include the following: 100% payment of diagnostic and preventative services; 80% payment for other basic services, and crowns and cast restorations; 70% payment for prosthodontics; 70% payment for orthodontics (adults and children). Deductibles each calendar year shall be \$25 per person with a maximum of \$75 per family. Maximum benefit payments shall be \$2000 per year for each patient except for orthodontics which shall carry a \$2,500 lifetime maximum benefit per patient.

In the event the premium rate charged by the dental insurance carriers is increased such that it exceeds the maximum contribution amounts listed above, the City shall pay the additional amounts on behalf of employees during the term of this Memorandum of Understanding only.

The City reserves the right to provide dental care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing dental care benefits for employees; or through a program of self-insurance. In the event the City exercises this option the alternate coverage shall be substantially equivalent to the coverage in effect at such time as a change in carrier takes effect.

7.04 Federal or State Health Plan

If, pursuant to any Federal or State law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital-medical, dental care, prescription drug or other health benefits to be provided employees under such Federal or State Act, the City's obligation to furnish the same benefits under the Hospital Medical-Surgical-Dental Care and Prescription Drug Plans shall be suspended and the contributions agreed to be paid monthly hereunder by the City under Sections 7.01, 7.02 and 7.03 of this Memorandum of Understanding shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contribution or taxes to support said Federal or State health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under Sections 7.01, 7.02 and 7.03, the City shall, to the extent practicable, provide a plan of benefits supplementary to the Federal or State benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under said Sections 7.01, 7.02 and 7.03. The City need only expend for this purpose the actual amount required to achieve parity between the benefit agreed to be provided under Sections 7.01, 7.02 and 7.03 and the benefits provided under any Federal or State plan as supplemented in the manner described above.

If the benefits provided under the Federal or State Act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution in pursuance of this Section.

In the event that the Federal or State government enacts a health care program requiring contributions by employees, such employee contribution shall be reimbursed by the City to the amount by which said employee contribution reduces the City contribution required under this Section of the Memorandum of Understanding.

7.05 Supplemental Benefits

Certain full time employees shall be entitled to receive supplements to the benefit amounts provided in Sections 7.01 and 7.02 of this Memorandum of Understanding.

A. City Contributions

1. The City shall contribute for supplemental benefits a percentage of the premium rate charged by PERS for enrollment in the Kaiser North plan at the "Employee plus Two or More Dependents" level according to the following schedule:

Employee enrolled in a PERS medical insurance plan at the "Employee Only" level: 10%

Employee enrolled in a PERS medical insurance plan at the "Employee Plus One Dependent" level: 5%

In addition, for employees who decline enrollment because of medical insurance coverage from another source, the City shall contribute \$150.00 per month for alternate benefits for those employees who would otherwise be eligible for "single-party coverage under any one of the group medical insurance plans currently in effect, \$270.00 per month for employees otherwise eligible for "two-party coverage, and \$350.00 per month for employees otherwise eligible for "two-party plus" coverage because of dependents who would also be eligible for coverage under said plans. For the purpose of this section, the term "dependent" shall mean a dependent eligible for coverage under a PERS medical insurance plan if such coverage had otherwise been elected by the employee.

Alternate benefits shall be available to part-time employees, prorated at 50%.

B. Available Benefits

Contributions made by the City may be applied by the employee to one or more of the following options:

1. An employee who declines enrollment because of medical insurance from another source shall receive the Supplemental benefits defined in A.1. above in cash.
2. An employee enrolled in a PERS medical insurance plan at the "Employee Only" or "Employee Plus One Dependent" level shall first have Supplemental benefit amounts applied to the payment of health insurance premium. Any excess supplemental benefit after full payment of health insurance premium shall be paid to the employee in cash.

C. Enrollment Procedure

1. Initial Enrollment. Employees must apply to the Human Resources Department and specify (a) the level of coverage, if any, elected under a PERS medical insurance plan and, (b) the supplemental benefit(s) to be selected and the amount of available City contribution to be applied thereto.

The effective date of participation shall be the first day of the first payroll period which occurs after thirty (30) days from the date application is received in the Human Resources Department if employee is a new hire.

2. Changes in Enrollment. Employees who have declined PERS medical coverage may subsequently elect such coverage and a corresponding change in supplemental benefits. Only one such change shall be permitted within a single calendar year, and applications for same must be made during the City's annual Open Enrollment period for health benefits to be effective the following January 1. In addition to the foregoing, changes in supplemental benefits will be effected based upon a change in the number of dependents covered under a PERS medical

plan. All such adjustments in benefit amount shall take effect on the first day of the payroll period next occurring after thirty (30) days from the time a change in dependent status is reported by the employee.

The City Manager may, in individual cases, grant exceptions to the enrollment procedures recited above because of unforeseen circumstances which may result in hardship to an employee provided PERS regulations governing changes in medical plan enrollment so permit and providing such action is permitted under the provisions of the Cafeteria Plan and the Internal Revenue regulations relating thereto.

7.06 Medical, and Dental Benefits for Certain Part-Time Employees

Employees who are hired in part-time status after January 1, 1982 and full time employees who assume part-time status after January 1, 1982 shall be entitled to participate in group medical, dental, and vision insurance programs, and to receive a payment from the City to be applied to such plans subject to the following conditions:

- A. Only those employees hired into positions budgeted for twenty (20) or more hours per week shall be entitled to coverage under group medical, dental and vision plans.
- B. The amount of City contribution for medical insurance shall be a percentage of the premium rate charged by PERS for enrollment in the Kaiser North plan at the individual employee's level of coverage, i.e., one-, two-, or three-party coverage, said percentage to be based upon the total number of hours worked each month by the employee. For new employees, the amount of City contribution for medical insurance shall be based upon the employee's estimated work schedule during the first month of coverage. Thereafter, the actual number of hours worked by the employee each month shall be used to determine the amount of City contribution towards medical insurance premiums in the month next following.
- C. The amount of the City's payment for dental and vision insurance shall be proportionate to the amounts paid on behalf of full time employees as specified in Section 7.03 of this Memorandum of Understanding based upon the total number of hours worked each month by the part-time employee. The amount of contribution for new employees shall be calculated as provided in paragraph B of this section.

As an exception to the foregoing, full time employees who become part-time employees as a result of a City imposed reduction in hours will continue to receive City payment of medical, dental, and vision insurance premiums and will continue to participate in the Flexible Benefits plan on the same basis as for full time employees.

7.07 Medical Insurance and Life Insurance for Employees on Leave of Absence

- A. Employees who are on a leave of absence authorized by the City Manager pursuant to the provisions of the Leave of Absence Section of this Memorandum of Understanding shall be afforded the opportunity to continue coverage for themselves and their eligible dependents under the medical insurance and life insurance programs under which they were covered at the time of the commencement of the leave of absence; provided, however, that eligible employees electing such coverage shall pay the entire premium for the coverage

selected and must be enrolled in such plans at the time of commencing the leave of absence. Employees on leave of absence who avail themselves of this coverage shall be advised by the City as to the day of the month on which premium payments are due in the office of the Director of Finance of the City of Hayward. In the event premium payments are not received by the date specified, coverage will be terminated without further notice.

- B. While in an unpaid parental leave status, those employees with two (2) or more continuous years of service shall be entitled to continuation of the City's contributions for group medical insurance and group term life insurance. Said payments shall be made for a period not to exceed four (4) months.

7.08 Life Insurance

The City shall pay the entire cost of providing each regular and probationary employee with Fifty Thousand Dollars (\$50,000) group term life insurance with said policy to include accidental death and dismemberment coverage, and the right to conversion at the time of termination of employment to a form of permanent coverage without medical restriction.

7.09 Community Benefit

The City agrees to contribute Five Dollars (\$5.00) per employee per year to a charitable organization identified by the Union in lieu of annual contributions to the Central Labor Council Blood Bank of Alameda County.

7.10 Retired Employees

A payment of \$226.01 per month effective January 1, 2000 shall be made to each employee whose effective date of retirement from the City of Hayward is on or after October 1, 1989 subject to the eligibility criteria set forth below.

In order to be eligible for this benefit, the employee's effective date of retirement must occur within 120 days of the effective date of his/ her separation from employment with the City of Hayward, and the employee must be enrolled in a medical plan offered by the City of Hayward. The survivor of a retired employee who qualifies to receive this benefit is also entitled to receive the benefit provided (a) he/ she has been designated by the employee to receive a survivor benefit under the Public Employees' Retirement System (PERS) plan, and (b) he/ she is receiving said survivor benefit, and (c) he/ she is a member of a medical plan offered by the City of Hayward. In the event a retired employee has designated more than one survivor who satisfy the above criteria, benefit payments made pursuant to this Section shall not exceed the monthly amount recited above for all such eligible survivors of the employee.

- Employees who retire from the City of Hayward after December 31, 2007 and who have ten (10) years of service with the City are eligible for a City contribution of \$274.72 per month toward retiree medical costs.
- Employees employed by the City on July 1, 2008 and who have at least five (5) years of service with the City will be eligible for a City contribution of \$274.72 per month toward retiree medical costs.

7.11 Deferral of Certain Payments Due on Retirement

An employee who separates from service and is at the time eligible for early, normal, late, or disability retirement under the Public Employees' Retirement System (PERS)

may elect, in accordance with this section, to defer receipt of any payments that would normally be made in lieu of unused leave. An election under this section must be made in accordance with the following rules:

- A. The election must be made at least one year before the employee's actual date of retirement. The employee's retirement date or election may be changed or revoked, but any election in effect one year or more before retirement will be applied, regardless of any subsequent attempt to change or revoke it.
- B. The election applies to payments that employees would otherwise receive upon separation from service in lieu of unused sick leave, vacation leave, compensatory leave, or other leave.
- C. The employee may elect to defer all or any portion of the payments specified in subsection B above. The amount deferred may be expressed as a percentage of the total payment or as a dollar amount not to exceed the total payment.
- D. The election must specify a date on which the deferred amount is to be paid. The specified date of payment may be no later than one year after the employee's date of retirement. Only a single date of payment may be specified. The date may be expressed as a fixed date (such as "January 1, 2007") or as date determinable by reference to the date of retirement (such as "12 months after retirement" or "January 1 following the calendar year of retirement").
- E. If an employee does not separate from service on or before the date of payment specified in subsection D above or is not eligible for retirement under PERS at the time of separation from service, the deferral election is automatically revoked. A new election may be made only in accordance with subsection A above.
- F. No interest will be paid on amounts deferred under this section.
- G. Upon the death of a retired employee who has made a deferral election under this section but has not yet received payment, the deferred amount will be paid to the beneficiary determined under the provisions of PERS.

7.12 Vision Care

The City shall purchase vision care insurance for employees and for eligible dependents. The plan shall require a \$15.00 deductible, and shall provide for an eye examination, lenses and frames once per year. The City's contribution towards the purchase of this insurance shall not exceed \$18.46 per employee per month except as provided below. In the event that premium rate charged by the vision care insurance carrier is increased such that it exceeds the maximum contribution amount listed above, the City shall pay the additional amount on behalf of employees for the remaining term of this Memorandum of Understanding only.

The City reserves the right to provide vision care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees, or through a program of self-insurance. In the event the City exercises its option the alternate coverage shall be substantially equivalent to the coverage at the time this option is exercised.

7.13 Domestic Partners

The City agrees to provide medical, dental, and vision plan insurance coverage to domestic partners of City employees as defined under the PERS Health Plan law, who are otherwise without such benefit coverage, and who register with the Secretary of State in accordance with PERS requirements. The employee shall provide the Human Resources Department with a copy of the registration documentation.

7.14 State Disability Insurance - (SDI)

SDI coverage shall continue for employees and shall be coordinated with employees' sick leave in order to extend the period of full pay for as long as possible while employees are disabled.

In conjunction with SDI coverage, employees may be eligible for Paid Family Leave Insurance per State law. Employees eligible for this benefit may coordinate paid leave in order to extend the period of full pay for as long as possible while the employee is disabled.

In no event shall the employee receive disability benefits in conjunction with any other paid leave that will exceed his/her full monthly gross salary.

8.00 SALARY ADMINISTRATION

8.01 Salary Administration Policy

The policy governing preparation of a compensation plan shall be that of salary standardization, or like pay for like work.

8.02 Salary at Time of Employment

The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum, and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually well qualified.

8.03 Eligibility for Advancement in Pay

Employees shall be advanced from Step A to Step B and from Step B to Step C in accordance with the time-in-step requirements outlined below. Thereafter, eligibility for advancement to Steps D and E will be based upon overall satisfactory performance evaluations. The following time-in-step requirements shall apply before an employee gains eligibility for advancement in pay: Step A - 6 months time-in-step; Step B - 6 months; Step C- 1 year; Step D - 1½years.

If an employee demonstrates outstanding capacity in performing his/ her duties, advancement may be made prior to completion of the above time-in-step requirements. When a pay range consists of less than five (5) steps the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first day of the payroll period if employment occurs during the first five (5) days of the period, otherwise time shall begin on the first day of the next payroll period. If an employee is on leave without pay for more than one (1) month, the period shall be deducted from accumulated time-in-step.

8.04 Withholding Step Advancements

Department heads have the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. Department heads shall keep their employees informed about their job performance giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. Department heads shall notify the employee as to the reason for withholding step advancements.

8.05 Change in Pay Upon Promotion

When employees are promoted, they shall receive the first step in the salary range for their new position or be placed on a step that represents a minimum salary increase of five percent (5%) added to base salary, whichever is greater. However, in no case shall the increase result in a salary step greater than the Fifth (5th) Step of the classification to which the employee is promoted. .

8.06 Change in Pay Upon Demotion

When employees are demoted they shall be placed in a salary step in their new class which is the same as or above the step held prior to demotion providing said demotion is not the result of disciplinary action.

8.07 Change in Pay Upon Reclassification

When a position is reallocated to a classification with a higher pay range, and the incumbent employee retains the position, he/she shall receive the first step in the new range, or a salary increase of a minimum of five percent (5%) added to base salary , whichever is greater. However, in no case shall the increase result in a salary step greater than the Fifth (5th) Step of the range of the new classification to which the employee is reclassified. When recommended by the department head and approved by the City Manager, additional advancement may be granted.

When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If employee's current rate is below the maximum step of the new range the employee shall continue at the present salary and carry forward time-in-step accumulation. If employee's current rate exceeds the maximum step of the new range, the employee's salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

8.08 Out-of-Class Pay

A. Acting Pay

Employees may be assigned to perform the duties of a higher classification on an "acting" basis when in the judgment of the department head/division head a need exists for work to be performed in such higher classification. "Acting" assignments shall only be made by the department head/division head and the employee shall be provided with a written notice assigning him/ her to the higher classification on an "acting" basis.

Employees assigned in accordance with the foregoing to perform the duties of a higher classification on an "acting" basis for a period of at least one (1) work-week shall receive "acting" pay retroactive to the first day of such assignment. Work-week shall be defined as follows: Three/twelve (3/12) work schedule is three (3) days; four/ten (4/10) work schedule is four (4) days; and five/eight (5/8) or nine/eighty 9/80 work schedule is five (5) days. All days for assigned schedule must be worked to qualify for acting pay.

Holidays or leaves occurring during the first work-week do not count toward days worked.

An employee qualifying for "acting" pay shall receive the salary step of the higher classification which represents an increase over the employee's present salary step or a five percent (5%) increase in pay, whichever is the greater. In no event shall an employee receive acting pay at a rate which is in excess of the maximum rate of the higher classification to which he/she is assigned on an acting basis.

An employee who is receiving acting pay by reason of assignment to a position in the Management Unit or Police Management Unit shall not be entitled to receive overtime compensation during such period of assignment for overtime work involving the performance of duties associated with the acting position. If such employee is required to perform overtime work in the performance of duties related to his/her regular position, the employee shall be entitled to receive overtime compensation based on the rate of pay for the regular position.

Employees who qualify for "acting pay" shall be compensated at their "acting pay" salary level during periods of approved leave with pay which occur while they would otherwise be performing the duties of the higher classification in which they are "acting" but for being on such approved leave with pay. In the event an employee performing such acting assignment is absent from work because of illness or injury for a period that extends beyond the employee's work week, the City, in its sole discretion, may terminate the employee's acting assignment designation along with the acting assignment pay.

B. Work-out-of-Class Pay

Employees may be assigned to perform the duties of a higher paid classification when the incumbent is not available. An Out-of-Class assignment shall only be made by the supervisor or department head or his/her designee.

An employee assigned Out-of-Class work shall receive five percent (5%) differential pay for all hours worked in the higher classification.

8.09 Special Assignment Positions

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Selection of employees to said positions and removal therefrom shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increment from a range of five percent (5%) to ten percent (10%) of his/her present salary.

8.10 Flexibly Staffed Classification

Employees in flexibly staffed classifications within this unit, upon request, shall be formally evaluated to determine whether duties performed meet the established criteria and justify a reallocation to the higher level of the flexibly staffed classification. Such evaluation shall be performed by the supervisor(s) in conjunction with Human Resources staff and recommendations for advancement shall require approval of the City Manager or his/her designated representative. If advancement is denied, the employees shall receive a written justification for

the denial from the Department and shall wait at least 6 months before reapplying.

9.00 RETIREMENT BENEFIT

9.01 Retirement Program

The City will continue to contract with the Public Employees' Retirement System (PERS) to provide a retirement program for employees. Benefits shall include 2.5% at age 55 Full Retirement Formula, Fourth Level 1959 Survivor's Benefits Program, the One Year Highest Compensation Retirement Formula, Repurchase of Military Service Credit, and Continuation of Death Benefit after Remarriage of Survivor.

The City will also continue to implement the IRS Section 414(h)(2) method of reporting retirement payments wherein the amount reported to the IRS for the employee is reduced by the amount of the employee contribution to the retirement plan. The 414(h)(2) option will apply only to the one percent (1%) employee-paid employee PERS contribution.

The City will continue to pay the 7% employee PERS contribution, and continue to report such to PERS as "special compensation".

The City will order from PERS the actuarial data relating to the 2.7% @55 formula in the fall of 2010. The City agrees to meet as early as January 2011 to begin negotiations for a successor Memorandum of Understanding.

The City will notify the Union at such time the City intends to discuss a potential PERS contract amendment with other City miscellaneous employee group(s).

9.02 Payment of Employees' PERS Contributions

The 2.5% @ 55 retirement formula requires an 8% employee contribution rate. Of the 8% employee contribution due, the City shall contribute to the Public Employees' Retirement System (PERS) each pay period seven percent (7.0%) of the employee contribution rate required by PERS. Contributions made pursuant to this section shall be reported to PERS as "employee contributions being made by the contracting agency." Said contributions shall not apply in the case of temporary or provisional employees. The aforesaid contribution shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, education incentive pay, or the City's contributions to PERS; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary. Said contributions shall be reported to PERS as "special compensation." The City reserves the right to take said contribution into account when comparing salaries with other employers.

The City will not treat the 7% contribution referred in this section as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Of the total 8% employee contribution due, the employee shall pay the one percent (1%) retirement contribution to PERS for any and all earnings subject to payment of an employee retirement contribution.

10.00 SALARIES

Salaries for classifications in this representation unit shall be as enumerated in Appendix A to this Memorandum of Understanding.

10.01 Social Security Coverage

Employees who are not eligible for enrollment in the Public Employees' Retirement System and who, in accordance with the Federal Omnibus Budget Reconciliation Act of 1990, are required to be covered by Social Security or an alternate system shall be enrolled in the Public Agency Retirement System (PARS). The city shall contribute 3.75% of covered earnings into the employee's PARS account.

11.00 HOLIDAYS

11.01 Holidays Observed by the City

Holidays observed by the City shall be:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Lincoln's Birthday	February 12
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Admissions Day	September 9
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	Friday following 4 th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

If any said holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the prior Friday shall be observed as a holiday. If a holiday falls on an employee's regular day off, employee shall be entitled to equivalent credit to Compensatory Time Off at straight time rate.

11.02 Holidays for Certain Part-Time Employees

Employees hired into positions budgeted for twenty (20) or more hours per week shall be eligible to receive holiday pay. For each holiday observed by the City, the amount of holiday pay or credit provided part-time employees shall be based upon the employee's regular work schedule, i.e., the average number of hours worked each week divided by five (5).

11.03 Qualifying for Holiday Pay

All employees who qualify for pay on holidays observed by the City shall receive holiday pay provided that an employee who fails to report for a scheduled work shift on any of such holidays shall receive no pay; and provided also that in order to qualify for such paid holidays the employee must report for work on both his/her last regular work day immediately preceding the holiday and on the first regular work day following a holiday, and unless the employee so reports employee shall receive no pay for such holiday. As an exception to the foregoing an employee who does not report for work as herein provided shall receive holiday pay if the reason for such absence is a bona fide illness supported by a statement from the attending physician or for another legitimate reason. Employees otherwise entitled to holiday pay but who are absent due to layoff for a period not to exceed fifteen (15) days immediately preceding the holiday shall nevertheless receive holiday pay.

11.04 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager except in emergency situations where said approval cannot be obtained beforehand. Any work performed on the above holidays (other than Saturday) shall be paid for at the rate of time-and-one-half (1½) the straight time rate or time off with pay at time-and-one-half (1½) the straight time rate; provided that employees who are entitled to pay for any such holidays if not worked shall receive such holiday pay in addition to the time-and-one-half (1½) they are paid for working. Work performed on a Saturday holiday shall be compensated for by an equivalent credit to vacation leave, in addition to any overtime credit which may apply.

For those employees who work in a department where other employees not covered by this Memorandum of Understanding are compensated at the rate of time-and-one-half (1½) for working on a Saturday which is a holiday observed by the City, in addition to pay for such holiday, the employees covered by this Memorandum of Understanding shall be compensated at the rate of time-and-one-half (1½) for working on a Saturday holiday observed by the City in addition to pay for such holiday. There shall be no pyramiding of overtime.

11.05 Holiday - New Year's Eve

Full time employees shall be allowed the last half (four (4) hours) off on the work day immediately preceding the day on which New Year's Day is observed. An employee unable to be released for this time shall receive four (4) hours of compensatory time or vacation leave.

Part-time employees shall be afforded time off pursuant to the above provisions at the rate of one-half (0.5) hour leave for each full hour of leave granted full time employees.

12.00 VACATIONS

12.01 Vacation Leave Policy

Vacation leave is a right; however, the use of same shall be approved by the department head, taking into account the desires and seniority of employees and, more particularly, the workload requirements of the department. Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least a full week at a time. In order to give effect to this policy and to realize the greatest benefit from

vacation leave for both employees and the City, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

If an employee exhausts his/her vacation leave, the employee may apply for another eligible paid or unpaid leave as provided for in this Memorandum of Understanding. If no other leave is approved, the leave will be documented as Unauthorized Leave Without Pay. No vacation leave accruals will be credited in advance. No vacation leave will be earned while on an unpaid leave.

If vacation leave is used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the state or federal leave entitlement

12.02 Vacation Leave Allowance for Full-Time Employees

All full-time employees other than temporary and provisional shall accrue vacation leave benefits each payroll period based upon the number of hours the employee is entitled.

Full time vacation accrual rates for employees who are budgeted and work full-time are as follows:

<u>Years of Service</u>	<u>Per 80-Hr. Period</u>	<u>Hourly Equivalent</u>	<u>Annual</u>
Up to 5 yrs	3.08 hrs	0.0385 hr.	80 hrs.
From 5 to 9 yrs.	4.62 hrs	0.0578 hr.	120 hrs.
From 10 to 19 yrs.	6.16 hrs.	0.0770 hr.	160 hrs.
From 20 yrs.	7.70 hrs.	0.0963 hr.	200 hrs.

For purposes of crediting service time for vacation accruals, a former employee who is reinstated after an absence of more than one (1) year shall not receive credit for his/her prior service time nor will an employee who was serving in a temporary, provisional or contracted appointment and appointed to a regular appointment be credited with his/her temporary, provisional or contract service time.

Vacation leave can be accrued but shall not be granted during the first six (6) months of service. When an employee begins the seventh month of continuous, satisfactory service, his or her accrued vacation leave will be available. The increases in vacation leave allowance provided above shall be granted on the basis of full-time, continuous service. An approved leave of absence shall not constitute a break in service for the purpose of this section.

As an exception to the foregoing, the City Manager is authorized to place a new employee at a position in the vacation schedule which recognizes that said employee has left a similar position with another employer where he or she had substantial vacation benefits. The provisions of this section are intended to apply in those instances where recruiting difficulties are encountered or anticipated in the filling of a vacant position.

Vacation leave shall continue to be earned during other authorized leaves with pay. When a holiday falls during an employee's absence on vacation leave, it shall not be deducted from his or her accrued leave.

Employees shall be permitted to accrue above the twice-annual cap during the year, but must be at or below the cap by the end of the pay period that includes December 31st. Exceptions may be permitted on approval of the Department Head and the City Manager. In granting such exceptions the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue. It shall be the responsibility of each employee to insure the full use of vacation leave credits received by scheduling the necessary time off each year.

12.03 Vacation Leave Allowance for Part-Time Employees

Only those employees hired into positions budgeted for twenty (20) or more hours per week and who work twenty (20) or more hours per week shall be eligible for vacation leave.

Vacation leave shall be used at a rate of no more than four (4) hours per day provided, however, that the use of more than four hours per day may be authorized upon recommendation of the department head or his or her designated representative. In no event shall the use of vacation leave exceed eight (8) hours in any one day. The use of vacation shall be subject to the provisions of Section 12.01 of this Memorandum of Understanding. By the end of the pay period that includes December 31st of each calendar year, no employee shall be allowed to maintain a balance of unused vacation leave in excess of twice the allowance earned by the employee in the preceding twelve (12) month period. Exceptions to the foregoing may be permitted pursuant to the provisions of Section 12.02 of this Memorandum of Understanding.

Part-time employees hired after January 1, 1982 shall be eligible for this benefit on the first day of the month following ninety (90) consecutive days of half ($\frac{1}{2}$) time employment or more. This ninety (90) day waiting period shall not be required for full time employees who become part-time employees after January 1, 1982 provided said employees are eligible to receive holiday pay at the time such transition is made. Notwithstanding the foregoing, employees who are hired in part-time status and full time employees who assume part-time status shall accrue vacation benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll period. In order to be eligible for this benefit employees must consistently work a half-time schedule or more. The amount of vacation so accrued shall be proportionate to that earned by full time employees in the same payroll period. The vacation accrual schedule specified in Section 12.02 of this Memorandum of Understanding will be used for purposes of prorating vacation leave.

Vacation leave can be accrued but shall not be granted during the first six (6) months of service. Vacation is accrued for all regular hours worked and shall continue to be earned during other authorized leaves with pay.

12.04 Payment for Unused Vacation Leave

If an employee leaves the employ of the City, reconciliation of vacation leave earned and taken to date of termination shall be made. If the employee owes the City for unearned leave, the actual time shall be deducted from final pay. Leave time earned but unused at date of termination shall be added to final pay.

12.05 Vacation Leave Conversion to Salary for Retirement Benefit

During the final year of employment, an employee may convert accrued vacation to salary. The parties agree that to not retire after conversion is inappropriate and contrary to the intent of this provision.

The City and the Union agree that any member converting vacation leave to salary for the purpose of retirement who subsequently rescinds that retirement action shall be liable to the City for the actuarial cost charged to the City by PERS for any increased retirement benefit. This will be charged to the City by PERS for any increased retirement benefit. This will be charged at the rate of \$135 for each \$1.00 of increase to the monthly retirement benefit resulting from the vacation conversion or at the rate charged the City by PERS if that rate changes, and will be collected by payroll deduction and pro-rated over a three (3)-year period.

The total cost to the employee shall be calculated as follows:

$(\text{Hours of converted vacation} \times \text{hourly rate of pay} \times \text{retirement factor}) \div \text{twelve months} \times \$135.$

(For example, the cost of an employee retiring at age 55 with twenty-five years service who converts four weeks vacation at salary rate of \$29.65 would be calculated as below:

$160 \text{ (hours)} \times \$29.65 \text{ (hourly rate including 7\% PERS conversion)} = \$4,744$

$\$4,744 \times 50\% \text{ (PERS retirement factor)} = \$2,372$

$\$2,372 \div 12 \text{ (months)} = \$197.66 \text{ (increased monthly retirement benefit)}$

$\text{Total cost of } \$197.66 \times \$135 \text{ (actuarial charge)} = \$26,684.99$

$\$26,684.99 \div 36 \text{ (months for the payment)} = \$741.25 \text{ (monthly payroll deduction)}$

The payroll deduction will be established in conformity with the dollar limits set by the Federal and State regulations pertaining to the garnishment of wages and will go into effect six (6) months after the indicated retirement date. Such payroll deductions may be waived or terminated only by separation from employment, completion of payback of the PERS actuarial charge or upon the majority vote of a Review Committee consisting of the City Manager or designee, the Human Resources Director or designee and two (2) members of the Union. Any action by this Committee to waive or terminate such payroll deductions shall be based upon a determination of a hardship arising out of an unforeseeable emergency and shall require a majority vote. For purposes of the Committee's review, unforeseeable emergency shall mean a severe financial hardship to the employee resulting from a sudden and unexpected illness or accident of the employee or of a dependent of the employee or loss of employee's property due to casualty or similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee. Examples of such events include but are not limited to catastrophic illness, flood, fire, earthquake, death in the family or severe disability injury.

If a PERS ruling changes the calculation to reduce the effective actuarial unfunded liability specified in this section, the City and Union will amend the MOU to reflect the new calculation.

If an employee has been subject to a payroll deduction to cover actuarial costs anticipated to be charged to the city by PERS in accordance with this section and as a result of a future ruling by PERS that reduces the cost that would be assessed to the City by PERS, the City will refund any excess deductions to that employee, if still employed with the City or retired from the City with a PERS benefit.

12.06 Vacation Leave Records

Vacation leave records shall be maintained through the payroll system. After an absence is approved as vacation leave, it shall be deducted from an employee's vacation leave balance.

13.00 SICK LEAVE

13.01 Sick Leave Policy

Sick leave is a paid leave. Sick leave shall be allowed in case of an employee's bona fide illness or injury, or for an employee's doctor/health appointments. Sick leave shall be approved by the Department Head or a designated representative.

Employees shall whenever possible make appointments for medical, dental, and other health and wellness purposes on non-work time. If this is not possible, sick leave may be used for these purposes for a minimum period of one-tenth hour (0.1) hour and should not exceed four (4) hours except in unusual circumstances.

In addition to the foregoing, sick leave may be used as family sick leave to care for an ill or injured family member or to take a family member to a doctor appointment. A family member is a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner as defined by California Labor Code 233. Up to half of his/her annual sick leave accruals per calendar year may be used as family sick leave by full-time employees. Part-time employees are allowed to use up to half of his/her annual sick leave accruals (based on his/her budgeted work schedule) per calendar year.

If an employee exhausts his/her sick leave, the employee may apply for another eligible paid or unpaid leave as provided for in this Memorandum of Understanding. If no other leave is approved, the leave will be documented as Unauthorized Leave Without Pay. No sick leave accruals will be credited in advance. Sick leave will not be earned while on an unpaid leave.

If sick leave is used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the state or federal leave entitlement. If an employee is unable to return to work and has exhausted all of his/her leave entitlements, the employee may be retired for disability or separated.

13.02 Sick Leave Allowance for Full-time Employees

All full-time employees other than temporary and provisional shall accrue sick leave benefits each payroll period based upon the number of hours the employee is entitled. The full time sick leave accrual rate is 3.7 hours per payroll period. Employees shall earn sick leave credits in accordance with the foregoing schedule from their initial date of employment and shall be entitled to the use of sick leave upon completion of three months of continuous, full-time satisfactory employment. There shall be no limit upon the number of hours of unused sick leave which may be accumulated by an employee.

13.03 Sick Leave Allowance for Part-time Employees

Only those part-time employees hired into positions budgeted for twenty (20) or more hours per week and who work twenty (20) or more hours per week shall be eligible for

sick leave. The amount of sick leave accrued by part time employees shall be proportionate to the hours worked.

The use of sick leave so earned by part-time employees shall be subject to the provisions of Sections 13.01, 13.03, 13.04, 13.05 and 13.06 of this Memorandum of Understanding. Eligible part-time employees who are scheduled to work, but who are unable to do so because of illness, shall be charged sick leave in an amount equal to the number of hours of work for which they were scheduled on the day(s) they were unable to work due to illness.

The use of sick leave shall not be permitted for part-time employees during the first three (3) months of service. Sick leave can be accrued but shall not be granted during the first three (3) months of service. Sick leave is accrued for all regular hours worked and shall continue to be earned during other authorized leaves with pay.

13.04 Sick Leave Notice and Certification

In order to receive compensation while absent on sick leave, employees or someone in their behalf, shall notify the immediate supervisor prior to or within two (2) hours after the time set for reporting to work. Department heads may waive this requirement upon presentation of a reasonable excuse by the employee.

Employees shall file a personal affidavit or physician's certificate with their supervisor if required by their department head or his/her designee, stating cause of absence. After five (5) consecutive working days' absence, the employee's supervisor may require a physician's certificate. If employees become ill while on vacation, periods of illness may be charged to sick leave upon presentation of a physician's certificate. In case of frequent use of sick leave employees may be requested to file physician's certificates for each illness, regardless of duration. A physician's certificate needs to include the name and signature of the attending physician, the date and time the employee was seen by the physician, and the physician's certification that the illness or injury was of such nature to prevent the employee from performing his/her job. Employees may also be required to take an examination by a physician designated by the City and to authorize consultation with their own physician concerning their illness. Sick leave shall not be granted for absences caused by intoxication or excessive use of alcoholic beverages. As an exception to the foregoing, sick leave may be authorized for the treatment of alcoholism or substance addiction when such condition has been diagnosed by a competent medical authority.

13.05 Sick Leave Records

Sick leave records shall be maintained through the payroll system. After an absence is approved as sick leave, it shall be deducted from an employee's sick leave balance. If at time of separation an employee owes the City for unearned sick leave, the actual time shall be deducted from final pay. Upon separation of employees, sick leave balance for which payment has not been made shall be canceled, and shall not be restored if a former employee is reinstated. Refer to Section 3.02 for treatment of sick leave upon layoff.

13.06 Payment for Unused Sick Leave

Any full-time employee leaving the employment of the City in good standing after having completed twenty (20) years of continuous service, or upon retirement from the City for service or disability, or upon termination of employment by reason of death shall receive payment for a portion of that sick leave earned but unused at the time of separation.

The amount of this payment shall be equivalent to one percent (1%) of sick leave earned but unused at the time of separation times the number of whole years of continuous employment times an employee's hourly rate of pay at the time of separation.

For the purpose of this computation, the hourly rate of pay for an employee who works a 40-hour week shall be his/her annual salary including any City-paid employee PERS contribution divided by 2080 hours. Payment of unused sick leave for part-time employees shall be based upon the hourly rate of pay in effect at the time of separation including any City-paid employee PERS contribution. That portion of an employee's sick leave balance for which payment is not provided shall be canceled, and shall not be restored if said employee is reinstated.

14.00 MISCELLANEOUS LEAVES

14.01 Bereavement Leave

All full-time employees other than temporary and provisional employees shall be granted bereavement leave with pay for not more than three (3) workdays upon the occasion of the death of a close relative or a domestic partner registered with the City in a manner prescribed by the Human Resources Department. When additional time is desired, employees may be allowed to take accumulated vacation leave or compensatory time off. For the purpose of this section a close relative is defined as any relation of the employee, by blood or marriage, where one or more of the following conditions are present:

- A. The employee will be attending the funeral or memorial of the deceased;
- B. The employee is responsible for or involved with funeral or memorial arrangements and/or estate settlement for the deceased;
- C. The employee's relationship with the deceased was of a close and personal nature such that time is required by the employee to deal with his/her bereavement or to participate in memorial services, either religious or non-sectarian.

When requesting such leave, employee will be required to certify to the department head or a designated representative that the conditions for granting bereavement leave have been satisfied. Upon presentation of such a request the department head shall determine whether leave shall be granted and in what amount. Additional funeral leave of two (2) workdays for travel purposes not to exceed a total of five (5) work days may be granted by the department head when circumstances warrant the same.

14.02 Bereavement Leave for Part-Time Employees

Part-time employees as defined in Section 12.03, first paragraph, shall also be entitled to bereavement leave as defined in Section 14.01. Part-time employees who work a schedule of twenty (20) or more hours per week shall be granted bereavement leave with pay as necessary on the same basis as full time employees except that the leave amount shall be prorated based on hours worked not to exceed the number of days provided to full time employees.

14.03 Jury Leave

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the City.

Any employee scheduled to begin service on a jury three (3) or less hours from the start of his/her work shift shall not be required to report to work beforehand. Any employee released from jury duty with four (4) or more hours remaining in his/her scheduled work shift shall then report to work; provided, however, in no event shall this combination of jury duty and work time exceed the total number of hours of the employee's regularly scheduled shift. The City shall afford the employee reasonable travel and meal time in cases where the employee reports to or from work from or to jury duty.

14.04 Military Leave

This provision shall be in compliance with all applicable State and Federal laws and is governed by City of Hayward Resolution.

14.05 Industrial Disability Leave

For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, temporary disability benefits at the rate allowed under said Act shall be the basic remuneration during the employee's period of disability. Compensation under this Act will be provided through payroll or the City's third party administrator. Employees will be allowed time off as provided under the Leave of Absence Section of this MOU. Employees may elect to use their own personal paid leave. If any paid leave is used, the employee must contact Payroll and integrate the leave with any temporary disability benefits paid under this Act, so that compensation does not exceed 100% of an employee's regular pay.

In addition, employees, other than temporary and provisional employees, shall receive supplemental compensation which, when added to the above referenced temporary disability benefit, shall be equivalent to the employee's regular straight-time pay taking into account the non-taxable feature of the Workers' Compensation temporary disability benefit. Such supplemental payment shall be granted for a period not to exceed twelve (12) months within any consecutive thirty-six month period. In the event a waiting period is required before an employee's temporary disability benefits are payable, supplemental compensation will be provided during said waiting period in the manner described above.

No State or Federal income taxes shall be withheld from temporary disability benefits paid pursuant to this section, but an employee shall be required to file with the City an affidavit listing exemptions claimed for his or her actual number of dependents.

14.06 Leave Without Pay

A Department Head, upon written request of a full-time or part-time employee other than temporary or provisional employees, may grant authorized leave under this provision for a maximum of eighty (80) hours per calendar year. An employee will continue to receive health benefits but is still responsible for any out-of-pocket expenses. No leave accruals will be earned. If the leave is requested for purposes covered by a state or federal leave law such as but not limited to School Issues and Activities Leave, the leave will be approved if required by law. If Leave Without Pay is used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the state or

federal leave entitlement. If an employee is unable to return to work and has exhausted all of his/her leave entitlements, the employee may be retired for disability or separated.

The employee may be required to deplete his/her paid leave balances before requesting this leave.

14.07 Leaves of Absence

The City Manager, upon written request of a full time employee other than temporary and provisional employees, may grant for the good of the service a leave of absence without pay for a maximum period of one (1) year. Leaves hereby authorized shall include medical leaves, educational leaves, parental leaves, and leave for any other purpose promoting the good of the service. Part-time employees are eligible for leaves of absence on a pro-rata basis (e.g., half-time employees are eligible for one-half the leave of absence duration of a full time employee).

Requests for parental leave of six (6) months or less shall be approved unless the granting of such leave is deemed to work hardship upon the City. Upon request of the employee and approval of the City Manager, up to six (6) additional months of unpaid parental leave of absence may be granted for a total not to exceed twelve (12) months. While in an unpaid parental leave status, those employees with two (2) or more continuous years of service shall be entitled to continuation of the City's contributions for group medical insurance and group term life insurance. Said payments shall be made for a period not to exceed four (4) months.

The City Manager may grant an extension of an approved educational leave of absence without pay for an additional period, said extension not to exceed one (1) year.

Whenever granted, leaves of absence shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty, shall terminate his/her right to be reinstated.

All eligible paid leaves must be depleted before this leave is taken. If Leave of Absence is used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the state or federal leave entitlement. If an employee is unable to return to work and has exhausted all of his/her leave entitlements, the employee may be retired for disability or separated. No benefits will be provided during this period except as provided below. Health coverage may be continued but at the employee's own cost.

Employees who are out on a bona fide work related injury or illness or who are waiting for a determination on his/her CalPERS disability retirement application, will be placed on a Leave of Absence. However, employees on Workers' Compensation or waiting for a CalPERS disability retirement determination will continue to receive health benefits but are still responsible for any out of pocket expenses.

14.08 Absence Without Leave

No employee shall be absent without leave except in case of sickness and emergency which prevents the employee from providing notification. Within twenty-four (24) hours of the time required to report for duty an employee shall notify his/her department head

of inability to report. Failure, without cause, to give this proper notification or to report for duty as scheduled after a leave has expired shall be cause for disciplinary action.

14.09 Family and Medical Leave/California Family Rights Act

This provision shall be in compliance with all applicable state and federal laws and is governed by the City of Hayward, Administrative Rule 2.45.

14.10 Pregnancy Disability Leave

This provision shall be in compliance with all applicable state and federal laws and is governed by the City of Hayward, Administrative Rule 2.45.

14.11 Parental Leave

Employees shall be granted forty (40) hours leave with pay at their current straight time hourly rate upon the birth of a child, or when a child begins residence with an employee who has commenced adoption proceedings with full intent to adopt. Part-time employees hired into positions budgeted for twenty (20) or more hours per week and who consistently work twenty (20) or more hours per week shall be granted proportionate leave based upon their work schedules. Leave must be taken within one year from the date of birth or placement of the child.

Parental leave taken will count toward any applicable state or federal leave entitlement, such as Family Medical Leave Act/California Family Rights Act.

14.12 Catastrophic Injury/Illness Time Bank

Upon approval of the City Manager or his/her designated representative, a time bank may be established for the benefit of an employee who is incapacitated by a catastrophic illness or injury. The intent of this program is to assist catastrophically ill or injured employees who have exhausted all available paid accruals to maintain paid status as long as possible. Catastrophic injury or illness is defined as a medically certified, severe and disabling non-industrial condition resulting in an employee's inability to work. Employees may submit requests to donate earned vacation and/or compensatory time on a voluntary basis subject to the conditions listed below:

- A. Employees initially eligible to receive leave contributions must have exhausted all other leave balances available including earned vacation, earned sick leave and accrued compensatory time.
- B. State and federal income tax on the value of leave donated shall be deducted from the recipient employee's pay at the time of crediting.
- C. Leave hours that are credited as sick leave to the recipient, shall not be reversible.
- D. Hours requested to be donated shall be kept in a pledge status until used, shall be credited on a monthly basis as sick leave, and shall be subject to the provisions of this Memorandum of Understanding regarding the use and payment of same. Donations shall be credited in the following order:
 1. From donors whose vacation accruals are at or within sixteen (16) hours of the maximum allowed for their classification; then
 2. From other donors in random order, to be determined on a draw basis by the Human Resources Department; and

3. Donation requests shall be credited in the order specified above in subsequent month(s).
- E. Donated leave time shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's straight time hourly rate of pay. Recipient employees shall not be credited with more than 100% of their normally scheduled hours for any given pay period.
- F. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.
- G. Recipient employees shall be credited with up to forty (40) hours of donated time upon return to work, provided that sufficient hours remain in pledge status during the pay period immediately preceding the return to work date. All undonated, pledged hours exceeding forty (40) shall be returned to the respective donors.
- H. In the event of the death of the recipient, his/her designated beneficiary shall receive payment for hours credited as donated. Hours remaining in pledge status are not subject to payout to the beneficiary, and shall be returned to the donor(s).
- I. Any leave used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave will count toward any state or federal leave entitlement. If an employee is unable to return to work and has exhausted all of his/her leave entitlements, the employee may be retired for disability or separated.

15.00 GRIEVANCES

15.01 Definition

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding or disciplinary actions.

15.02 Grievance Procedure

Grievances shall be processed in the following manner:

- A. The grievance shall be presented either by the employee or by an authorized Union representative to the designated supervisor of the employee within ten (10) working days after the cause of such grievance occurs.
- B. The designated supervisor shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative to the department head or to such representative as he/she may designate.
- C. The department head or a designated representative shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in

writing either by the employee or by an authorized Union representative to the City Manager or to such representative as he/she may designate.

- D. If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and three (3) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least four (4) members of the Board.
- E. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.
- F. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City of Hayward. It is the intent of this provision that Adjustment Board and Arbitrator Awards be implemented.

Note: Time limits for filing and processing grievances may be extended in writing and by mutual agreement of the parties involved during any phase of the grievance process.

- G. When City and Union agree that a dispute to be arbitrated is of a nature not requiring the full arbitration procedure including a formal record, an expedited arbitration may be used by agreement of the parties.

When an expedited arbitration is mutually agreed upon, the following arbitrators would be acceptable to either party. This list will be updated from time to time as needed.

1. Frank Silver
2. Bonnie Bogue
3. Kathy Kelly
4. Walter Kintz
5. Larry Corbett
6. Buddy Cohn
7. Morris Davis

15.03 Authority of Arbitrator and Adjustment Board

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by this Union and unless such dispute falls within the definition of a grievance as set forth in subsection 15.01.

15.04 No Modifications to Memorandum of Understanding

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

15.05 Grievance Involving Disciplinary Action

No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the Human Resources Director within ten (10) working days of the time at which the affected employee was notified of such action.

15.06 Grievance Involving Payment of Compensation

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

15.07 Options

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter.
- B. All grievances of employees in representation units represented by the Organization shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (D) or (E) of subsection 15.02 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No action under paragraph (D) or (E) of subsection 15.02 above shall be taken if action on the complaint or grievance has been taken by the Personnel and Affirmative Action Board, or if the complaint or grievance is pending before the Personnel and Affirmative Action Board.

15.08 Stewards

The Union shall provide the City Manager or his/her designee with timely written notification of any change in the names of unit executive board members and stewards. A steward and one (1) alternate steward shall be appointed by the Union in each of the following work units; provided, however, that only one (1) steward may be involved in the processing of a grievance.

- 1) Economic Development
- 2) Development Services
- 3) Library and Neighborhood Services

- 4) Water Pollution Control Facility/Water Pollution Source Control
- 5) Engineering, Transportation Services and Public Works Administration
- 6) Finance and Technology Services Division
- 7) Police and Fire

Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If the aggrieved employee desires the assistance of a steward as provided in Steps A, B, C or D of the grievance procedure, the City shall afford said steward reasonable time off during working hours without loss of compensation or other benefits to investigate and take up said grievance. The grievant and/or the area steward shall obtain the specific approval of the division head or, in the latter's absence, another authorized City management official before leaving their duties or work situation or assignment for the purpose of investigating and/or processing a grievance.

16.00 NO STRIKE

The Union, its members and representatives, agree that it and they will not engage in or authorize any strike, slowdown, stoppage of work, curtailment of production, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties because of any dispute arising during the term of this Memorandum of Understanding; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

17.00 EXAMINATIONS

17.01 Examination Announcements for Job Openings within the Representation Unit

Examination announcements for job openings within the representation unit shall be posted on official bulletin boards for at least a two (2)-week period prior to the filing deadline. A copy of each examination announcement shall be provided to the Union at the time of the posting.

17.02 Participation in Promotional Examinations and Examinations for Professional Certification

Employees who participate in promotional examinations which are scheduled by the City during the employee's scheduled working hours shall do so without loss of compensation. Employees taking examinations required for professional certification in their field when such certification is directly related to their current employment with the City shall be granted release time when such examinations are given during working hours.

17.03 Seniority List

The City shall maintain a current seniority list in the Human Resources Department which may be inspected during normal working hours.

18.00 MISCELLANEOUS PROVISIONS

18.01 Personnel Files

Employees shall be allowed to review the contents of their personnel files upon request. Access to such personnel files by an employee's designated representative will be permitted provided the employee authorizes such access in writing. After a period of two (2) years, employees may file a request for removal of disciplinary materials provided there has been no repetition of the behavior giving rise to the disciplinary action, no additional reprimand or disciplinary actions for any other cause have been filed during the intervening two (2) years, and there is no legal impediment to complying with the request. Such requests shall be reviewed by the Human Resources Director who shall grant or deny the request based upon considerations of the severity of the original infraction, advice of the department head and subsequent performance by the employee.

18.02 Workplace Safety

The City agrees to provide a safe place to work consistent with the requirement to conduct efficient operations. The City will attempt to have all harmful substances used in the workplace labeled with an appropriate warning as to the hazardous properties of the contents, precautions to be taken, and antidotes to be used in the event of over-exposure. Manufacturer's labels which address these concerns shall satisfy the foregoing requirements.

18.03 Safety Equipment

Upon recommendation of the department head, and approval of the City Manager, an employee may be reimbursed for the purchase of prescription safety glasses in an amount not to exceed One Hundred Twenty Five Dollars (\$125.00) per calendar year. This amount shall not apply to fees for eye examinations or prescriptions, and shall be available only to those employees who are required to wear safety glasses by reason of exposure to potential eye injury during the course of the performance of job duties.

Employees working in the classifications listed below may be reimbursed for the purchase or repair of safety shoes/boots in an amount not to exceed Two Hundred Dollars (\$200.00) per calendar year. Employees will be required to wear such safety shoes/boots while performing field work and/or lab work. Specific safety shoe/boot requirements for each class will be defined by employees and supervisors of that class prior to commencement of the program.

Assistant/Associate Civil Engineer
(assigned field work)

Assistant/Associate Transportation Engineer

Associate Transportation Planner

Building Inspector

Community Preservation Inspector

Construction Inspector

Development Review Specialist

Engineering Technician

Junior Civil Engineer

Laboratory Technician

Police Identification Specialist

Property Rehabilitation Specialist

Real Property Associate

Recycling Specialist

Senior Building Inspector

Senior Community Preservation Inspector

Senior Housing Inspector

Environmental Specialist
Hazardous Materials Investigator
Housing Inspector

Senior Property Rehabilitation Specialist
Senior Water Pollution Source Control Inspector
Surveyor
Water Pollution Source Control Inspector

Rain gear may be furnished to employees when, in the judgment of the department head, an employee's exposure to inclement weather in the performance of his duties warrants same.

18.04 Uniform Allowance

An annual uniform allowance shall be paid to each employee in the following classifications:

Police I.D. Specialist – Two Hundred Seventy Five Dollars (\$275.00).

18.05 Notice of Disciplinary Action

The City agrees to provide the Union with a copy of the Notice of intended disciplinary action furnished to an employee.

18.06 Pre-Retirement Counseling

The Human Resources Department will continue to provide, upon request, pre-retirement counseling for employees.

18.07 Americans With Disabilities Act (ADA)

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

18.08 Social Security Benefit

Social Security coverage for City employees was terminated effective January 1, 1981. In the event the City is required by law at some future date to resume contribution to the Social Security or a successor Federal program, the then current salaries for all employees will automatically be reduced by 1.912%.

In lieu of Social Security, a Deferred Compensation Plan has been established for the benefit of employees. The City shall continue to contribute an amount equal to 3.4% of each eligible employee's regular straight-time salary to the Deferred Compensation Plan provided, however, the City shall not be obligated to make contributions for that portion of any salary in excess of \$29,700 per year and provided further that in the event the City is required by law at some future date to resume contributions to the Social Security program or a successor Federal program, the City contribution will automatically cease.

Except for those changes which are necessary or desirable to obtain or maintain the favorable tax status of the Plan, any changes in the written Plan document governing the implementation and administration of the Deferred Compensation Plan adopted by the Hayward City Council on May 12, 1981 with respect to termination or modification of the Plan will be decided upon by the Administrative Committee as defined in the Plan document.

19.00 EDUCATION AND PROFESSIONAL DEVELOPMENT

The City's policy of reimbursing employees who voluntarily engage in educational and/or professional development activities beneficial to both the City and themselves, shall be continued without change for the duration of this Memorandum of Understanding. This policy contemplates the future growth and development of the City and its employees through encouragement and financial aid to those individuals who seek to increase their knowledge, improve their skills, and obtain non-required licenses.

A. Eligibility

1. Any full-time or part-time, permanent employee with at least three (3) months service may apply. Employees in temporary or provisional status are not eligible.
2. Any employee who qualifies for GI benefits for the proposed course of study will be eligible only for reimbursement of that portion of tuition that is not covered by GI benefits.

B. Required Qualifications

1. Application may be made only for attendance at a school of recognized educational standing, including correspondence schools.
2. Selected subjects and/ or professional licenses not required for the position must relate directly to the employee's present job, or to reasonably predictable future job with the City. These include:
 - a. Technical or non-technical courses of immediate benefit to the employee and City in the performance of present assignments or in qualifying for promotion within the present field of specialization.
 - b. Technical or non-technical courses outside employee's current field of specialization, but related to either fields of specialization within the department or to a logical program of personal development and progression in a related field.

C. Procedures

1. Prior to enrolling in a class course or otherwise incurring an expense for professional development, the employee shall submit a completed Application for Educational Reimbursement to the Human Resources Department for preliminary review. The Human Resources Department will review the application and notify the employee's immediate supervisor and/or the affected department head as necessary. The Human Resources Department shall then inform the employee and the Union if the employee's application for reimbursement is approved or denied. If denied, either the department head or designee or Human Resources Director or designee shall provide the rationale in writing to the employee within seven (7) days. Appeals of denials of educational reimbursement under this section may be made to the City Manager or designee.
2. In order to receive financial benefits an employee will be expected to complete an approved subject with a satisfactory degree of proficiency. An employee will be considered as having completed a subject when employee concludes a term for which the educational institution quotes tuition fee and rates proficiency.

3. While it is normally anticipated that reimbursement for 100% of the tuition or fee, including any enrollment or laboratory fees, will be provided by the City, a lesser percent may be stipulated based upon degree of appropriateness of the subject matter. Reimbursement shall be made at the rate of fees, books and expenses charged at California State University at Hayward for comparable institutions and Chabot College for community college level courses.
4. If employees are required to engage in study of subjects that are required for the position, and are so directed by the City, the entire tuition and other specifically approved expenses will be considered training and development rather than covered under this educational reimbursement program.

The City shall also provide employees in Local 21 Seven Thousand Five Hundred Dollars (\$7,500) each year for reimbursement of cost(s) related to educational activities described above and/or professional development described below as a supplement to any funds which may be available at the department level. A maximum of One Thousand Dollar (\$1000) for full-time employees and Five Hundred Dollars (\$500) for part-time employees of this supplement will be available to those employees applying for reimbursement each year during the term of this Memorandum of Understanding. At the end of each fiscal year of this contract the City shall review the educational reimbursement account to determine if the current funding is adequate. In the event funding of the account is not adequate, the City shall meet with Local 21 to discuss funding adjustments.

Allowable professional development expenses include, but are not limited to, the following:

- a. Membership dues and fees to professional organizations;
- b. Registration fees and associated expenses for attendance at professional meetings, conferences, and seminars; and
- c. Tuition and textbook reimbursement for classes, courses, workshops, seminars and conferences.

20.00 SEPARABILITY OF PROVISIONS

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

21.00 EFFECTIVE DATE OF MOU

This Memorandum of Understanding shall be effective as of October 1, 2007 except for those provisions which have been assigned other effective dates as herein above set forth.

22.00 DURATION OF MOU

This Memorandum of Understanding shall continue in full force and effect from October 1, 2007 through September 30, 2011 and will be renewed from year to year thereafter unless either party shall give written notice to the other of a desire to revise or terminate this Memorandum of Understanding not less than sixty (60) days prior to September 30, 2011.

SIGNATURE PAGE

For IFPTE, Local 21:

For City of Hayward:

Pamelia Covington

Gregory T. Jones, City Manager

Ramona Portillo

Bob Walsh

Danny Galang

Ed Pilling

Made and entered into this _____ day of _____, 2008.

APPENDIX A - SALARY INCREASES

JOB CODE	DESCRIPTION	STEP	10/1/2007	10/1/2008	10/1/2009	10/1/2010
602	ASSISTANT CIVIL ENGINEER	1	31.94	33.86	36.24	37.69
		2	33.59	35.60	38.11	39.63
		3	35.31	37.43	40.06	41.66
		4	37.02	39.24	42.00	43.68
		5	38.86	41.19	44.09	45.85
624	ASSISTANT PLANNER	1	28.27	29.97	32.08	33.36
		2	29.65	31.43	33.64	34.99
		3	31.25	33.12	35.45	36.87
		4	32.77	34.74	37.18	38.67
		5	34.45	36.52	39.09	40.65
615	ASSISTANT TRANSPORTATION ENGINEER	1	31.94	33.86	36.24	37.69
		2	33.59	35.60	38.11	39.63
		3	35.31	37.43	40.06	41.66
		4	37.02	39.24	42.00	43.68
		5	38.86	41.19	44.09	45.85
606	ASSOCIATE CIVIL ENGINEER	1	37.08	39.30	42.07	43.75
		2	38.94	41.28	44.18	45.95
		3	40.83	43.28	46.33	48.18
		4	42.91	45.48	48.68	50.63
		5	45.00	47.70	51.06	53.10
650	ASSOCIATE PLANNER	1	34.45	36.52	39.09	40.65
		2	36.13	38.30	41.00	42.64
		3	37.94	40.22	43.05	44.77
		4	39.89	42.28	45.26	47.07
		5	41.79	44.30	47.42	49.32
608	ASSOCIATE TRANSPORTATION ENGINEER	1	37.08	39.30	42.07	43.75
		2	38.94	41.28	44.18	45.95
		3	40.83	43.28	46.33	48.18
		4	42.91	45.48	48.68	50.63
		5	45.00	47.70	51.06	53.10
671	ASSOCIATE TRANSPORTATION PLANNER	1	34.45	36.52	39.09	40.65
		2	36.13	38.30	41.00	42.64
		3	37.94	40.22	43.05	44.77
		4	39.89	42.28	45.26	47.07
		5	41.79	44.30	47.42	49.32
656	BUILDING INSPECTOR	1	29.94	31.45	33.24	34.57
		2	31.34	32.93	34.80	36.19
		3	32.94	34.61	36.58	38.04
		4	34.61	36.36	38.43	39.97
		5	36.88	38.75	40.95	42.59

653	COLLECTIONS OFFICER	1	27.14	29.38	32.12	33.40
		2	28.52	30.88	33.76	35.11
		3	29.97	32.45	35.48	36.90
		4	31.48	34.08	37.26	38.75
		5	33.04	35.77	39.11	40.67
647	COMMUNITY DEVELOPMENT SPECIALIST	1	32.93	35.65	38.97	40.53
		2	34.58	37.44	40.93	42.57
		3	36.27	39.27	42.93	44.65
		4	38.12	41.27	45.12	46.92
		5	39.98	43.28	47.32	49.21
617	COMMUNITY PRESERVATION INSPECTOR	1	27.90	29.31	30.98	32.22
		2	29.30	30.78	32.53	33.83
		3	30.78	32.34	34.18	35.55
		4	32.34	33.98	35.91	37.35
		5	33.98	35.70	37.73	39.24
648	COMMUNITY PROGRAMS AIDE	1	19.69	21.32	23.31	24.24
		2	20.61	22.31	24.39	25.37
		3	21.61	23.40	25.58	26.60
		4	22.61	24.48	26.76	27.83
		5	23.68	25.64	28.03	29.15
670	COMMUNITY PROGRAMS SPECIALIST	1	24.99	27.05	29.57	30.75
		2	26.22	28.39	31.04	32.28
		3	27.56	29.84	32.62	33.92
		4	28.93	31.32	34.24	35.61
		5	30.32	32.83	35.89	37.33
631	COMPUTER OPERATOR	1	23.25	24.60	26.28	27.33
		2	24.39	25.80	27.56	28.66
		3	25.64	27.12	28.97	30.13
		4	26.91	28.47	30.41	31.63
		5	28.21	29.84	31.87	33.14
629	COMPUTER OPERATOR ANALYST	1	27.58	29.18	31.17	32.42
		2	28.95	30.63	32.72	34.03
		3	30.37	32.13	34.32	35.69
		4	31.91	33.76	36.06	37.50
		5	33.50	35.44	37.86	39.37
661	CONSTRUCTION INSPECTOR	1	29.05	30.52	32.26	33.55
		2	30.54	32.09	33.91	35.27
		3	31.97	33.59	35.50	36.92
		4	33.59	35.29	37.30	38.79
		5	35.29	37.08	39.19	40.76
604	DEVELOPMENT REVIEW SPECIALIST	1	28.87	31.26	34.17	35.54
		2	30.28	32.78	35.84	37.27
		3	31.92	34.56	37.78	39.29
		4	33.48	36.25	39.63	41.22
		5	35.19	38.10	41.65	43.32

669	ECONOMIC DEVELOPMENT SPECIALIST	1	32.93	35.65	38.97	40.53
		2	34.58	37.44	40.93	42.57
		3	36.27	39.27	42.93	44.65
		4	38.12	41.27	45.12	46.92
		5	39.98	43.28	47.32	49.21
668	ENGINEERING TECHNICIAN	1	25.35	26.87	28.76	29.91
		2	26.57	28.16	30.14	31.35
		3	27.92	29.59	31.67	32.94
		4	29.31	31.07	33.26	34.59
		5	30.72	32.56	34.85	36.24
677	ENVIRONMENTAL SPECIALIST	1	34.16	35.89	37.93	39.45
		2	35.87	37.69	39.83	41.42
		3	37.66	39.57	41.82	43.49
		4	39.55	41.55	43.91	45.67
		5	41.51	43.61	46.09	47.93
632	FAMILY COUNSELOR I	1	28.27	30.61	33.46	34.80
		2	29.67	32.12	35.12	36.52
		3	31.16	33.73	36.88	38.36
		4	32.60	35.29	38.58	40.12
		5	34.30	37.13	40.59	42.21
635	GEOGRAPHIC INFORMATION SYSTEMS COORDINATOR	1	33.44	35.38	37.79	39.30
		2	35.11	37.14	39.67	41.26
		3	36.78	38.91	41.56	43.22
		4	38.62	40.86	43.65	45.40
		5	41.19	43.58	46.55	48.41
627	GRAPHICS/PLANNING ILLUSTRATOR	1	23.92	25.31	27.04	28.12
		2	25.09	26.54	28.35	29.48
		3	26.41	27.94	29.85	31.04
		4	27.73	29.34	31.34	32.59
		5	29.08	30.76	32.86	34.17
676	HAZARDOUS MATERIALS INVESTIGATOR	1	32.53	34.18	36.12	37.56
		2	34.16	35.89	37.93	39.45
		3	35.87	37.69	39.83	41.42
		4	37.64	39.54	41.79	43.46
		5	39.55	41.55	43.91	45.67
605	HOMEOWNERSHIP COORDINATOR	1	28.92	31.31	34.23	35.60
		2	30.37	32.88	35.95	37.39
		3	31.84	34.47	37.68	39.19
		4	33.46	36.22	39.60	41.18
		5	35.10	38.00	41.54	43.20
674	HOUSING DEVELOPMENT SPECIALIST	1	32.93	35.65	38.97	40.53
		2	34.58	37.44	40.93	42.57
		3	36.27	39.27	42.93	44.65
		4	38.12	41.27	45.12	46.92
		5	39.98	43.28	47.32	49.21

660	HOUSING INSPECTOR	1	27.39	28.78	30.42	31.64
		2	28.75	30.20	31.92	33.20
		3	30.16	31.69	33.49	34.83
		4	31.70	33.30	35.19	36.60
		5	33.27	34.95	36.94	38.42
662	HOUSING REHABILITATION COORDINATOR	1	30.34	32.85	35.91	37.35
		2	31.92	34.56	37.78	39.29
		3	33.54	36.31	39.70	41.29
		4	35.19	38.10	41.65	43.32
		5	36.91	39.96	43.69	45.44
633	INFORMATION SYSTEMS SUPPORT TECHNICIAN	1	24.41	25.82	27.58	28.68
		2	25.62	27.10	28.95	30.11
		3	26.93	28.49	30.43	31.65
		4	28.26	29.90	31.94	33.22
		5	29.63	31.35	33.49	34.83
601	JUNIOR CIVIL ENGINEER	1	27.78	29.45	31.52	32.78
		2	29.15	30.90	33.07	34.39
		3	30.55	32.38	34.66	36.05
		4	32.06	33.98	36.37	37.82
		5	33.69	35.71	38.22	39.75
622	JUNIOR PLANNER	1	25.06	26.56	28.43	29.57
		2	26.39	27.97	29.94	31.14
		3	27.63	29.29	31.35	32.60
		4	29.01	30.75	32.91	34.23
		5	30.43	32.25	34.52	35.90
616	JUNIOR TRANSPORTATION ENGINEER	1	27.78	29.45	31.52	32.78
		2	29.15	30.90	33.07	34.39
		3	30.55	32.38	34.66	36.05
		4	32.06	33.98	36.37	37.82
		5	33.69	35.71	38.22	39.75
637	LABORATORY TECHNICIAN	1	28.14	29.56	31.24	32.49
		2	29.19	30.67	32.41	33.71
		3	30.32	31.85	33.66	35.01
		4	31.56	33.16	35.05	36.45
		5	32.74	34.40	36.36	37.81
625	LIBRARIAN I	1	23.73	25.06	26.72	27.79
		2	24.92	26.32	28.07	29.19
		3	26.16	27.63	29.46	30.64
		4	27.41	28.95	30.87	32.10
		5	28.81	30.43	32.45	33.75
626	LIBRARIAN II	1	26.17	27.64	29.47	30.65
		2	27.48	29.02	30.94	32.18
		3	28.81	30.43	32.45	33.75
		4	30.28	31.98	34.10	35.46
		5	31.70	33.48	35.70	37.13

623	LITERACY PROGRAM COORDINATOR	1	23.73	25.06	26.72	27.79
		2	24.92	26.32	28.07	29.19
		3	26.16	27.63	29.46	30.64
		4	27.41	28.95	30.87	32.10
		5	28.81	30.43	32.45	33.75
630	NETWORK/MICROCOMPUTER SPECIALIST	1	29.79	31.52	33.67	35.02
		2	31.29	33.10	35.36	36.77
		3	32.85	34.75	37.12	38.60
		4	34.47	36.47	38.96	40.52
		5	36.23	38.33	40.94	42.58
664	PARATRANSIT COORDINATOR	1	28.92	31.31	34.23	35.60
		2	30.37	32.88	35.95	37.39
		3	31.84	34.47	37.68	39.19
		4	33.46	36.22	39.60	41.18
		5	35.10	38.00	41.54	43.20
609	PLAN CHECKER	1	31.53	33.13	35.01	36.41
		2	33.20	34.88	36.86	38.33
		3	34.88	36.64	38.72	40.27
		4	36.54	38.39	40.57	42.19
		5	38.36	40.30	42.59	44.29
610	PLAN CHECKING ENGINEER	1	39.67	42.05	45.01	46.81
		2	41.60	44.09	47.19	49.08
		3	43.69	46.31	49.81	51.80
		4	45.95	48.71	52.14	54.23
		5	48.31	51.21	54.81	57.00
652	POLICE ID SPECIALIST	1	26.57	27.91	29.50	30.68
		2	27.89	29.30	30.97	32.21
		3	29.30	30.78	32.53	33.83
		4	30.76	32.32	34.16	35.53
		5	32.23	33.86	35.78	37.21
628	PROGRAMMER ANALYST	1	32.83	34.73	37.10	38.58
		2	34.44	36.43	38.91	40.47
		3	36.22	38.32	40.93	42.57
		4	38.01	40.21	42.95	44.67
		5	39.88	42.19	45.07	46.87
665	PROPERTY REHABILITATION SPECIALIST	1	30.34	32.85	35.91	37.35
		2	31.92	34.56	37.78	39.29
		3	33.54	36.31	39.70	41.29
		4	35.19	38.10	41.65	43.32
		5	36.91	39.96	43.69	45.44
666	REAL PROPERTY ASSISTANT	1	26.58	28.17	30.15	31.36
		2	27.90	29.57	31.65	32.92
		3	29.24	30.99	33.17	34.50
		4	30.70	32.54	34.83	36.22
		5	32.25	34.18	36.59	38.05

667	REAL PROPERTY ASSOCIATE	1	31.18	33.05	35.38	36.80
		2	32.81	34.78	37.23	38.72
		3	34.47	36.54	39.11	40.67
		4	36.13	38.30	41.00	42.64
		5	37.93	40.20	43.03	44.75
636	RECYCLING SPECIALIST	1	27.39	28.78	30.42	31.64
		2	28.75	30.20	31.92	33.20
		3	30.16	31.69	33.49	34.83
		4	31.70	33.30	35.19	36.60
		5	33.27	34.95	36.94	38.42
649	REDEVELOPMENT SPECIALIST	1	32.93	35.65	38.97	40.53
		2	34.58	37.44	40.93	42.57
		3	36.27	39.27	42.93	44.65
		4	38.12	41.27	45.12	46.92
		5	39.98	43.28	47.32	49.21
658	SENIOR BUILDING INSPECTOR/ ELECTRICAL	1	34.68	36.43	38.50	40.04
		2	36.52	38.37	40.55	42.17
		3	38.37	40.31	42.60	44.30
		4	40.19	42.22	44.62	46.40
		5	42.19	44.32	46.84	48.71
659	SENIOR BUILDING INSPECTOR/PLUMB.- MECHANICAL	1	34.68	36.43	38.50	40.04
		2	36.52	38.37	40.55	42.17
		3	38.37	40.31	42.60	44.30
		4	40.19	42.22	44.62	46.40
		5	42.19	44.32	46.84	48.71
663	SENIOR BUILDING INSPECTOR/ STRUCTURAL	1	34.68	36.43	38.50	40.04
		2	36.52	38.37	40.55	42.17
		3	38.37	40.31	42.60	44.30
		4	40.19	42.22	44.62	46.40
		5	42.19	44.32	46.84	48.71
620	SENIOR COMMUNITY PRESERVATION INSPECTOR	1	31.31	32.89	34.76	36.15
		2	32.88	34.54	36.50	37.96
		3	34.52	36.27	38.33	39.86
		4	36.24	38.07	40.23	41.84
		5	38.06	39.99	42.26	43.95
657	SENIOR HOUSING INSPECTOR	1	31.31	32.89	34.76	36.15
		2	32.88	34.54	36.50	37.96
		3	34.52	36.27	38.33	39.86
		4	36.24	38.07	40.23	41.84
		5	38.06	39.99	42.26	43.95
611	SENIOR PLAN CHECKER	1	34.68	36.43	38.50	40.04
		2	36.52	38.37	40.55	42.17
		3	38.37	40.31	42.60	44.30
		4	40.19	42.22	44.62	46.40
		5	42.19	44.32	46.84	48.71

673	SENIOR PROPERTY REHABILITATION SPECIALIST	1	33.37	36.13	39.50	41.08
		2	35.11	38.01	41.55	43.21
		3	36.89	39.94	43.66	45.41
		4	38.70	41.90	45.81	47.64
		5	40.60	43.95	48.05	49.97
680	SENIOR WATER POLLUTION SOURCE CONTROL INSPECTOR	1	32.17	33.80	35.72	37.15
		2	33.85	35.56	37.58	39.08
		3	35.54	37.34	39.46	41.04
		4	37.23	39.11	41.33	42.98
		5	39.11	41.09	43.43	45.17
612	SURVEYOR	1	30.15	31.96	34.21	35.58
		2	31.64	33.54	35.90	37.34
		3	33.22	35.21	37.69	39.20
		4	34.87	36.96	39.56	41.14
		5	36.62	38.82	41.55	43.21
679	WATER POLLUTION SOURCE CONTROL INSPECTOR	1	29.23	30.71	32.46	33.76
		2	30.75	32.31	34.15	35.52
		3	32.16	33.79	35.71	37.14
		4	33.82	35.53	37.55	39.05
		5	35.49	37.29	39.41	40.99
634	WEB SPECIALIST	1	32.36	34.23	36.56	38.02
		2	33.98	35.95	38.40	39.94
		3	35.67	37.74	40.31	41.92
		4	37.45	39.62	42.32	44.01
		5	39.31	41.59	44.43	46.21

APPENDIX B – SIDE LETTERS

SIDE LETTER: Post Retirement Benefit Plan Option (VEBA)

City of Hayward - IFPTE Local 21

Post- Retirement Medical Benefits

VEBA Plan Option

The City and Union agree to meet and discuss the leave conversion plan for post-retirement benefits no later that April 30, 2008.

Dated: January 30, 2008

For IFPTE Local 21	For the City of Hayward
/s/ Pamela Covington	/s/M. Fran Buchanan
/s/ Bob Britton	
/s/ Edward Pilling	

SIDE LETTER: Eligibility for Post Retirement Benefits

City of Hayward - IFPTE Local 21

Post Retirement Medical Benefit Vesting Requirements

Eligibility for Medical Benefits After Retirement

The parties recognize that effective January 1, 2008 the vesting period for eligibility for City contribution toward retiree medical benefits is ten (10) years. However, those employees employed by the City on July 1, 2008 and who have at least five (5) years of service with the City will also be eligible for a City contribution toward retiree medical benefits.

For those employees employed by the City on July 1, 2008 and who have less than five (5) years of service with the City, the issue of eligibility for City contribution toward retiree medical benefits is subject to further review.

The parties agree to study the issue and the City will provide a response to the Union no later than sixty (60) days after Union ratification and City Council approval of this MOU.

The parties agree to then meet to discuss and resolve the eligibility standing of those employees who have less than five (5) years of service with the City as of July 1, 2008.

In the event the City and the Union are unable to resolve the issue of eligibility standing, neither party relinquishes or concedes any issues pertaining to the merits of the dispute.

Dated: _____

<u>For IFPTE Local 21</u>	<u>For the City of Hayward</u>
<u>/s/ Pamela Covington</u>	<u>/s/M. Fran Buchanan</u>
<u>/s/ Bob Britton</u>	
<u>/s/ Edward Pilling</u>	

SIDE LETTER: Deferral of Payments due after Retirement

City of Hayward - IFPTE Local 21

City Payments After Retirement

Section 7.11 Deferral of Certain Payments Due on Retirement

The City and Union agree within six (6) months of Union ratification and Council approval to meet to discuss Section 7.11 of the current Memorandum of Understanding regarding deferral of certain payments due on retirement.

Dated: _____

<u>For IFPTE Local 21</u>	<u>For the City of Hayward</u>
<u>/s/ Pamela Covington</u>	<u>/s/M. Fran Buchanan</u>
<u>/s/ Bob Britton</u>	
<u>/s/ Edward Pilling</u>	