City of Hayward's Best Offer for Wages, Hours, Terms and Working Conditions

SEIU LOCAL 1021

MAINTENANCE AND OPERATIONS UNIT

Content of this document was presented to SEIU Local 1021 for purposes of negotiating a Memorandum of Understanding ("MOU") and therefore, the document makes references to the MOU throughout. The City is not imposing a MOU.

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1.00 RECOGNITION, DISCRIMINATION AND UNION ACTIVITIES

1.01 Recognition

Effective 2007, SEIU restructured its local union affiliates and SEIU Local 790 merged into SEIU Local 1021. The City has recognized Local 1021as the majority representative for this Maintenance and Operations Unit of employees. The Union has agreed to indemnify the City in the event of claims arising against the City as a result of City recognition of Local 1021. During the term of this Memorandum of Understanding, SEIU agrees to indemnify, defend and hold the City of Hayward and its agents harmless against any claims made of any nature and against any suit instituted against the City of Hayward arising from this agreement and/or the City's recognition of Local 1021. The City agrees that, prior to retaining private counsel, the City will consult with the local union's counsel about (1) whether the City can be defended by union's counsel, (2) whether proposed private counsel has a conflict of interest with the local union or its predecessor, and (3) the costs of retaining the proposed private counsel.

The City recognizes the employee classifications subject to this Memorandum of Understanding and represented by SEIU Local 1021 as being comprised of the classifications listed in Appendix A of the Memorandum of Understanding and any other classification of employment which may hereafter be assigned by the City Manager or designee in accordance with the provisions of the City of Hayward Personnel Rules governing unit determination and modification.

1.02 Personnel Board Agendas

Prior to placement on a Personnel Commission Agenda, the City will notify the Union of any proposed title change, or creation, modification or deletion of a classification assigned to the Maintenance and Operations representation unit.

1.03 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 on file with the City a currently effective payroll deduction authorization for this purpose or who shall hereafter voluntarily execute and deliver to the City the payroll deduction authorization provided by the union and approved by the City for this purpose.

B. Agency Shop

The parties hereto recognize that membership in the Union is not compulsory, that 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.

Therefore:

a. Any employee who is not a member of the Union shall, either become and remain a member in good standing in the Union; 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. As an exception to the foregoing, any employee who has a personal or moral objection to joining or financially supporting public employee organizations shall execute a payroll deduction authorization and thereby pay sums equal to the standard initiation fee required as a condition of acquiring membership in the Union and the monthly service to one of the following: Emergency Shelter Program, Boys and Girls Club of Hayward, and Human Outreach Agency. If an employee who is paying a monthly service fee to any of the charitable organizations listed above requests the Union to use on the employee's behalf the grievance arbitration procedure contained in this Memorandum of Understanding, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

b. Any new employee shall, within thirty (30) calendar days of his or her employment either become a member in good standing in the Union 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, pay to the Union a monthly service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union.

   As an exception to the foregoing, an employee who certifies he or she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee 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 provided above to one of the following: Emergency Shelter Program, Boys and Girls Club of Hayward, and Human Outreach Agency.

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 Executive Secretary of Service Employees International Union, Local 1021 shall notify the Director of Finance in writing as to the amount of such initiation fees and monthly 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 Executive Secretary of the Union as a person authorized to receive such funds at the address specified.

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

The City shall furnish the Union, on a monthly basis, the name, date of hire, salary classification and work location of all newly hired employees subject to this Agreement, along with verification of monthly transmittals to any charitable organizations.

D. Indemnification

The Union shall indemnify, defend, and hold 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. The City may select and utilize attorneys of its choice at Union expense concerning any matter arising under this Section.

1.04 COPE Deduction

Upon receipt of the appropriate form generated by the Union, the City shall deduct designated amounts to be contributed to the Union's political action committee (COPE) through payroll deduction.

1.05 Communicating with Employees

The Union shall be allowed to use designated portions of bulletin boards, electronic media or display areas in public sections of City buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed related to official organizational business, such as times and places of meetings and further provide that the Union appropriately posts and removes the information.

1.06 Use of City Buildings

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of City employees when:

1. Such space is available and its use by the Union is scheduled at least twenty-four (24) hours in advance;
2. Such us of the available space does not interfere with normal City operations;
3. The meetings are on matters within the scope of representation.

1.07 Management Rights

The City's exclusive rights which are not subject to meet and confer include, but are not limited to:

1. Determine the City's mission and that of its constituent departments.
2. Set standards and level of service.
3. Determine the procedures and standards for hiring of employees.
4. Determine the procedures and standards for promotion of employees.
5. Direct employees and assign work on a day-to-day basis.
6. Establish and enforce uniform, dress and grooming standards.
7. Determine the methods and means to relieve employees from duty when work is not available or for other lawful reason.
8. Create efficiency in City operations.
9. Determine the means and methods to be used to achieve standards and levels of service.
10. Determine the numbers, skill-types and organization of the City's workforce.
11. Determine job classifications and descriptions.
12. Determine means and methods to finance City operations.
13. Determine facilities, technology and equipment used by the City.
14. Contract for any service or work needed by the City to the extent allowed by law.
15. Schedule employees and work.
16. Establish performance standards, evaluations and improvement plans.
17. Discharge and discipline employees.
18. Take all lawful necessary actions to fulfill its mission during an emergency.

1.08 Severance Pay

The parties recognize that the City may sub-contract work performed by employees in the representation unit for reason of economy and/or efficiency. The City will notify the Union in writing at least thirty (30) days before subcontracting work if such subcontracting will result in the layoff or bumping of employees. In the event employees are placed on layoff as a direct result of the City's subcontracting such

work, said employees shall be entitled to severance pay in accordance with the following conditions:

A. Employees in regular and probationary status whose jobs are abolished as a result of sub-contracting shall have the right to bump pursuant to the provisions of Section 3.00 of this Memorandum of Understanding. Those employees who are ultimately placed on layoff as a result of such bumping activity and/or those employees who are directly placed on layoff as a result of the abolition of their positions because of sub-contracting of work may elect to receive severance pay in lieu of the rights of return to which they would otherwise be entitled by reason of the provisions of Section 3.06 of this Memorandum of Understanding. Such option must be exercised no earlier than thirty (30) consecutive days, nor later than ninety (90) consecutive days, following the effective date of layoff. If the option is not exercised within this time period the employee shall forego his or her entitlement to severance pay. Additionally, no entitlement to severance pay shall exist if an employee on layoff is recalled to work prior to exercising the option for severance pay.

B. Severance pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time of layoff and shall be paid in accordance with the following schedule:

1. 40 hours pay for employees who have completed one or more, but less than five (5) continuous years of service with the City.

2. 80 hours pay for employees who have completed five (5) or more, but less than eight (8) years of continuous service with the City.

3. 120 hours of pay for employees who have completed eight (8) or more, but less than twelve (12) continuous years with the City.

4. 160 hours of pay for those employees who have completed twelve (12) or more years of continuous service with the City.

Severance pay provided herein shall be paid in a lump sum, and shall not be counted as time worked for the purpose of qualifying for employment benefits otherwise provided employees in an active employment status.

C. Notwithstanding the provisions of Section 1.08 A above, the City, in its sole discretion, may elect to recall selected employees who have received severance pay and who have otherwise forfeited rights of return. An employee so recalled as the result of the City exercising this right shall be returned to the employment status and salary step held in the position occupied at the time of layoff or, in the event such employee is recalled to a lower classification previously held, he/she shall receive the same salary step and employment status as if employee had bumped into that classification. Additionally, original dates of hire in all classifications in which the employee has previously served may be restored. If such employee is subsequently laid off pursuant to the provisions of Section 3.01 employee shall not be entitled to the election provided in Section 1.08 B. The City may not exercise the rights provided in this section 1.08 C until re-

employment lists for the classifications involved have either been exhausted or have expired.

2.00 PROBATIONARY PERIOD

2.01 Appointments Subject to Probationary Period

All employees who are identified in Appendix A as being members of the classified service shall be subject to a probationary period as provided in this Section. The probationary period shall be regarded as part of the section process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his or her position.

2.02 New Hire Probationary Period

All appointments (other than temporary and provisional appointments) to full-time positions in the classified service and appointments to part-time positions regularly scheduled to work twenty (20) or more hours per week shall be subject to a probationary period. The regular period of probation shall be twelve (12) months. In the event there is a certification required for the position, the probationary period may be extended by the same time period as the time period established in the applicable job description to obtain the certification.

2.03 Promotional Probationary Period

All employees promoted to a higher position through either a competitive recruitment process or reclassification shall be subject to a probationary period. The regular period of probation shall be six (6) months. In the event there is a certification required for the position, the probationary period may be extended by the same time period as the time period established in the applicable job description to obtain the certification.

An employee promoted to a higher position, who at the time of promotion, is serving in such position in acting or provisional status may have up to six (6) months of consecutive time served in acting or provisional capacity credited towards satisfaction of the probationary period for the promotional position. Actual time credited shall be determined by the City Manager or designee.

2.04 Release of Probationer

During the probationary period an employee in the classified service 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 to the probationer. Persons employed in a part-time positions scheduled for less than twenty (20) hours per week are excluded from the classified service and may be released at any time without right of appeal. However, an employee may make a record for inclusion in the employee's personnel file of the employee's reason, if any, for objecting to being released from probation.

2.05 Release Following Promotion

Any employee in the classified service may be released during the probationary period following promotion to another position in the classified service. The employee released shall be reinstated to his or her former position in the class from which he or she was promoted unless the reason for release is cause for dismissal. The employee will be reinstated to the salary step held before the promotion. If no vacancy exists in this former class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he or she has satisfactorily served. If any employee is released by such action the employee shall be placed on a reemployment register for the classification from which the employee was released.

Release from probation is not appealable except as stated below. First, an employee may make a record for inclusion in the employee's personnel file of the employee's reason, if any, for objecting to being released from probation. Second, any employee who is released during a promotional probationary period, whose release is cause for dismissal, shall retain appeal rights to dismissal from City employment, but not the right to appeal his or her release from the position from which the employee was demoted.

In the event that:

a. An employee is involuntarily reclassified to a higher position in this unit;

b. The employee's prior job classification is eliminated by the City;

c. The employee is unable to bump to another previously held City classification as provided for in Section 3.00, and;

d. The employee fails the probationary period for the reclassified higher position.

Then, the employee shall have for cause appeal rights under Section 15.04.

2.06 Effect of Leaves on Probationary Period

Periods of time on paid or unpaid leave of two (2) weeks or more shall automatically extend the probationary period of any employee on probation. The length of the extension shall be equal to the length of the individual's placement on paid or unpaid leave.

2.07 Effective Date of Regular Status

Upon attaining regular status as a full-time employee or as a regular part-time employee, the effective date shall revert to the date of initial probationary appointment.

3.00 LAYOFFS

3.01 Layoffs

Whenever in the sole discretion of the City, one or more positions are to be eliminated for reasons of lack of work or a lack of funds, reorganization, or other reasons of economy, efficiency or lack of need an employee filling such a position may be laid off of demoted. The departments and classifications subject to layoff shall be determined by the City Manager or designee.

3.02 Order or Layoff

Employees shall be laid off in inverse order of their length of seniority. Seniority is determined based upon date of hire in the classification and higher classifications in the department affected by the layoff. A layoff out of the inverse order of seniority may be made if, in the City's judgment, retention of special job skills are required. Within each classification in the department affected by the layoff, employees will be laid off in the following order, unless special skills are required: temporary, provisional, probationary, and regular.

In cases where there are two (2) or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least sixty (60) days and no more than twelve (12) months prior to layoff, as follows:

First, all employees who have ratings Needs Improvement; second, all employees who have ratings of Meets Standards; third, all employees having ratings of Exceeds Standards.

3.03 Seniority

In a reduction of force(s), the employee with the shortest length of service in the classification in the department affected by the layoff shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee rehired, provided, however, that the employee retained or rehired is capable, in the estimation of the City Manager or designee, of performing the work required.

The following will be included in computing an employee's length of service for purposes of determining seniority:

1. Time worked in a permanent or probationary status;

2. Time spent on an authorized paid leave; and

The following days will be not included in computing an employee's length of service for purposes of determining seniority:

1. Time worked in an extra-help, provisional, temporary or seasonal status;

2. Times spent on an unpaid leave of absence;

3. Time spent on a suspension; and

4. Time spend on a layoff.

3.04 Notice of Layoff

Fourteen (14) calendar days prior to the effective date of the layoff of an employee, the City Manager or designee shall notify the employee of the layoff. Notice can be provided either by certified of registered mail, return receipt requested, or by personal service. If the notice is provided by mail, the fourteen (14) day notice period runs from the date of post-mark, not when the employee signs the return receipt. A copy of any layoff notice shall be placed in the employee's personnel file.

Prior to employees receiving notice under this Section 3.04, the Human Resources Director shall furnish to affected employees and the Union, upon request, the 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.

3.05 Employee Options

A regular employee who has been notified that he or she will be laid off from his or her current position shall have the following options:

1. Displacing a City employee with less service in a parallel or lower classification in the department affected by the layoff in which the employee held prior permanent or probationary status ("bumping"). For purposes of this section, "parallel" shall mean a classification in which the current wage range is equal to or no more than two and a half percent (2.5%) higher than the wage range of the classification from which the employee is laid off. If an employee has not held status in a parallel or lower classicization in the department, then no displacement rights accrue to that individual. All employees must exercise displacement rights within five (5) working days after notice of a layoff is provided, by written notice to the Human Resources Director. If this choice is not exercised within the specified time, it is automatically forfeited. The employee exercising the displacement privilege will displace employees in lower classifications in the inverse order of seniority. Employees who displace other employees will be paid at the rate for the lower classification.

2. If an employee has not held status in a lower classification in the department, or if such lower classification is occupied by a more senior employee, the employee shall be entitled to fill a vacant position in the classification held at the time of layoff in another City department. If there is not vacancy in the classification in another City department, then the employee may be eligible to fill a vacant position in another City classification, provided he or she possesses the necessary skills and fitness for that position as determined by the City Manager or designee. An employee who is transferred to a vacant position will be paid at the rate of pay for that position. Any employee who does not accept a transfer within five (5) working days after a Notice of Transfer is given, will have automatically forfeited the ability to transfer.

3. Accepting layoff.

3.06 Rights of Return Following a Layoff

Employees who are displaced from their classification by virtue of layoff shall be placed on a reemployment list as specified:

1. The reemployment eligible list for the position in the department from which the employee was laid off ("primary register").

2. The reemployment eligible list for any parallel or lower classification in the department from which the employee was laid off ("secondary register").

Each re-employment eligible list shall consist of the names of employee and former employees having probationary or permanent status in the position for which the list was created and who were laid off. The rank order on such list shall be determined by relative seniority calculated pursuant to Section 3.03. Such list shall take precedent over all other eligible lists in making appointment to the position for which the list applies.

As position vacancies occur, employees on layoff and those occupying positions to which they have bumped shall be afforded return rights based on the order in which their names appear on the reemployment eligible list for the position. An employee's name shall remain on the list for a period of one (1) year, unless such person is sooner re-employed or removed from the list as provided in this section.

4.00 WORK SCHEDULES - OVERTIME

4.01 Work Schedules

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 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday, except that 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.

The City reserves the right to implement business closures during the calendar week in which the Thanksgiving holiday is observed and on those days between the City's observance of Christmas and New Year's Day. If the City exercises the right to implement business closures during these times, employees will be permitted to use available accrued vacation and/or compensatory time off, and/or work with their supervisor's permission. Employees who do not have sufficient leave balances for the entire period will be in an unpaid status. No leave balances will be advanced.

4.02 Overtime Work

Employees eligible to receive overtime compensation, as determined under the provisions of the Fair Labor Standards Act, shall receive overtime for work performed

in excess of forty (40) hours per week. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of determining if an employee is entitle to receive overtime compensation. Overtime work shall be recognized only when directly ordered or required by the Department Director or a designated representative. No employee may work overtime without receiving the approval of the appropriate supervisor prior to performing the work. Working overtime without advance approval is grounds for discipline.

4.03 Compensation for Overtime Work

Overtime work shall be compensated at the rate of time-and-one-half (1.5) the regular rate of pay. An employee may opt to accrue compensatory time off in lieu of cash payment for overtime worked. The accrual rate of compensatory time shall be one and one half (1.5) hours for every hour of overtime worked.

At any time, employees, in their sole discretion, may accumulate up to a maximum of one hundred (100) hours of compensatory time maintained on a continuous per pay period basis. Thereafter, the City will compensate employees with overtime pay for all hours of overtime worked beyond the one hundred (100) hour limit.

Employees may request, and subject to approval of the Department Director or his or her designee, use of compensatory time off up to the maximum allowable pursuant to this section.

4.04 Overtime – Minimum Rest Period

An employee assigned to a ten (10) hour per day schedule who works a full shift and is asked to then work an additional six (6) hours in the twenty-four hour period commencing with the start of said scheduled shift shall be guaranteed eight (8) consecutive hours off the job before being permitted to commence work again. An employee assigned to an eight (8) hour per day schedule who works their regular scheduled full shift and is asked without being given 24 hours notice, to work an additional eight (8) hours in the twenty-four hour period commencing with the start of said shift, shall be guaranteed eight (8) consecutive hours off the job before being permitted to commence work again. The preceding does not apply during a declared state of emergency in which case the guarantee shall be five (5) hours. Said employee shall be paid at the regular straight time hourly rate of pay as listed in Section 9.01 of this Memorandum of Understanding for any of the guaranteed hours off which fall within his or her next scheduled work shift.

The provision of this section shall not apply in the case of scheduled shift changes, if a 24-hour notice is provided, or in disaster situations so declared by proper authority.

4.05 Call-Back Pay

An employee who has completed his or her regular shift, and has been released for the day, who is then called back to work shall be paid at the applicable overtime rate for a minimum of two (2) hours. An employee on standby who is called out during such time is excluded from the application of this provision.

4.06 Meal Periods and Rest Periods

Full-time employees shall be assigned to receive a one-half (1/2) hour unpaid meal period each day within a two (2) 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.

In the event an employee does not receive a meal period or rest period he or she shall be compensated at the overtime rate for said meal or rest period, or shall be permitted equivalent time off the same day. The City shall make reasonable effort to insure that employees' meal periods are uninterrupted.

4.07 Distribution of Overtime

Work outside of the scheduled work day and work week shall be assigned to employees on an equitable and even basis in so far as reasonably possible among those employees who are employed in the classifications in the departments in which the overtime work occurs, and who are qualified and available for such work. Employees with the most seniority within said classifications shall be assured the first opportunity for overtime on a rotating basis in equalizing overtime. Employees who are successfully contacted and states that they are not available for work shall be deemed to have worked the same number of hours as the employee performing the assignment.

4.08 Alternate Work Schedules

A. In departments where interest regarding alternate work schedule adjustments has been expressed by either management or employees, appropriate management personnel will meet with steward and interested employees to determine whether or not the proposed work schedule will have an adverse impact on service to residents (i.e. phone coverage, front counter coverage, etc.)

B. If a positive finding is made, the proposed work schedule shall be attempted on a trial basis for a period up to six (6) months.

C. Should the City determine during the trial period that the work schedule adversely affects customer service, the City will have the right to terminate the trial period and revert to the original work schedule.

D. At the conclusion of the trial period, management and employees involved will jointly evaluate whether any adverse impact has been identified.

E. In the event the City wishes to terminate the adjusted work schedule under review, the Union will be given thirty (30) days notice and given the opportunity to provide feedback.

F. The Department Director, upon consideration of the results of the trial period and following the meeting with the union, will decide whether to terminate or continue the adjusted work schedule.

G. It is the understanding that the provisions of the item are not subject to the grievance procedure in the Memorandum of Understanding.

H. The City may schedule a department, division, bureau or any other group of employees to work a 10 hour work shift on four days in each work week, i.e., a "4-10 work schedule." The establishment of such a 4-10 work schedule shall normally coincide with the period of time in which daylight savings time is in effect, but the decision to establish and/or discontinue a 4-10 work schedule shall be within the sole discretion of the Department Director who shall take into account productivity and operating requirements. Such decisions shall be communicated to affected employees as far in advance of the effective date as possible. In the event a holiday(s) will be observed by the City while a 4-10 schedule is in effect, the work schedule for affected employees will automatically revert to a 5-8 schedule during the week(s) in which such holiday(s) occur.

4.09 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.

4.10 Treatment Plant Shift Bidding and Rotation Procedures

Lead Operators will first fill Lead Operator slots by bid and classification seniority. A Lead Operator who bids on a Plant Operator slot shall first have his or her classification seniority considered during the bidding process. However, in no instance shall a Lead Operator with less classification seniority than a Plant Operator be able to outbid a Plant Operator. Hence, classification seniority shall be the deciding factor when bidding on Plant Operator slots. The shift bidding procedure is as follows:

a. In mid-June and mid-December of every year shift bid forms will be distributed to all operations employees.

b. Operators will submit bid forms by June 30 and December 31.

c. On or about January 1 and July 1 the new schedule will be posted.

d. Assignment resulting from the shift bidding shall be effective the first complete pay period in February and August of each year.

Employees scheduled to work a week-end 12-hour shift will be charged hour-for-hour for time off when taking sick leave, vacation, compensatory time off, or other paid leave. Employees on 12-hour shifts will earn shift differential in accordance with the overtime provisions of the MOU as follows:

Day Shift	0700 – 1500 – no differential
	1500 – 1900 – swing shift differential
Night Shift	1900 – 2300 – swing shift differential
	2300 – 0700 – grave shift differential

4.11 Overtime at the Water Pollution Control Facility

Overtime at the Water Pollution Control Facility will be assigned as follows:

a. All union members who are operators shall be assigned to the overtime list provided they hold current certifications and have been checked off on current plant procedures. It is the responsibility of the employee to ensure that the overtime list has their current telephone number.

b. Overtime will be offered to employees within the classification first.

c. New employees on the overtime list shall be credited with the number of overtime hours equal to the maximum number of hours of any employee on the list.

   For the purpose of this section, at 11:59 p.m. on December 31st of each year, the list will be cleared and all employee's hours will be reverted to zero.

e. Employees who are on vacation, sick leave, or disability leave shall not be called for overtime and shall not be deemed to have worked the overtime for purposes of position on the overtime list.

f. Employees with the least amount of overtime worked or charged shall be contacted first. As an exception to this, operators affected by the 8-hour rule will not be called and will not be deemed to have worked the overtime for purposes of position on the overtime list.

   In the event an insufficient number of employees are available to work the required overtime after all employees not covered by the above paragraph have been contacted, those employees having the least amount of overtime worked or charged shall be required to work such overtime unless they have a good and sufficient reason which precludes them from working the required overtime. After exhausting the above, if an overtime spot remains unfilled, employees affected by the 8-hour rule may be called.

4.12 Flexible Scheduling

Employees wishing to work a flex time schedule (a schedule with varying daily start times) shall be permitted to do so with the approval of the department head or designee. Unless the parties otherwise agree, no later than thirty days prior to the requested schedule change, employees must submit a proposed flex time schedule in writing to the Department Director or designee. Employees should indicate in their proposal the details of their intended schedule, including starting and ending times and a description of arrangements or agreements designed to assure the timely and effective completion of the employee's work, and how the proposed schedule could enhance service to the public and/or improve employee morale and productivity. The Department Director or designee shall respond to the proposal within two weeks. His or her decision is not grievable. The Department Director or designee may amend or cancel the flexible schedule if the City gives the employee at least a two weeks notice.

5.00 SPECIAL PAY AND ALLOWANCES

5.01 Meal Allowance

A ten dollar ($10.00) meal allowance shall be provided to employees 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. For each additional four (4) hours worked, the employee shall receive an additional Ten Dollar ($10.00) meal allowance.

5.02 Night Shift Differential

Employees assigned to scheduled shifts in which the employee works five (5) or more hours between the hours of 3:00 P.M. and 11:00 P.M., shall be paid an additional one dollar and fifteen cents ($1.15) per hour for all hours worked on such shift. Employees assigned to scheduled shifts in which the employee works five (5) or more hours between 11:00 P.M. and 7:00 A.M. shall receive an additional one dollar and forty cents ($1.40) per hour for all hours worked on such shift. The City will make every effort to provide employees at least twenty-four (24) hours advance notice of a change in shift assignment.

5.03 Certification Fees

When the City or State requires that employees possess a certificate as prerequisite to the performance of their job duties, the City shall reimburse said employee for any fee involved in the issuance or renewal of said certificate. Employees shall suffer no loss in pay for time spent taking qualifying examinations during regularly scheduled work hours for said certificates. However, the City will not pay overtime for time spent taking qualifying examinations outside of regularly scheduled work hours. Fees for Drivers licenses and time spent acquiring them are not covered by this provision.

5.04 Tool Issuance

The City will provide to the classifications of Equipment Mechanic I and Equipment Mechanic II hand tools required in the performance of their duties. Said hand tools will be at no cost to the employee, and will be of the same quality as previously furnished by the City.

5.05 Sewer Maintenance Differential

3.174% shall be rolled into the base salary of eligible employees.

5.06 Heavy Equipment Vehicle Operation Differential

Employees in classifications other than equipment operators who are assigned to drive a "ten-wheeler" front loader, backhoe or crane vehicle shall receive five percent (5%) more than the employee's salary in his or her present classification for all hours while so assigned.

5.07 Standby Provisions

A. Standby Pay

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:

1. Employees 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 (l) hour's pay at the employee's regular hourly rate for each weekday night of standby required.

2. Employees on standby on regularly 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 the two (2) hours pay at the employee's regular hourly rate for each of the aforementioned days of standby required.

An employee on standby who is 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. In the event an employee on standby is called out on a service call(s), the employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the overtime rate for the entire standby period as defined above.

B. Use of City Vehicles by Employees on Standby

The City agrees to continue the program whereby employees on standby will be allowed to take home a City vehicle when assigned to such standby. This program is subject to the following conditions:

1. Taking home a City vehicle shall be allowed only for employees on standby who live either in or within a reasonable distance of the City of Hayward as determined by the Department Director.

2. Under no circumstances shall the employee use a City vehicle so assigned for personal travel or business, including stopping for personal errands while traveling to and from work or a standby assignment.

3. The employee shall be responsible for the security of a vehicle so assigned as well as all tools and equipment with which it is furnished.

4. Whenever possible, vehicles shall not be parked on public streets, but shall either be garaged at the employee’s home or parked on private property. (Added from Side Letter 10/6/95).

C. Standby Communication

The City will provide cell phones or other communication devises to employees assigned to standby pursuant to this Memorandum of Understanding.

Employees are not eligible for standby pay if they are unable to work due to illness on the day standby pay would have otherwise occurred.

5.08 Pesticide Differential

An employee who is assigned to operate and/or drive a motorized sprayer of fifty (50) gallons capacity or larger shall receive a salary differential of five percent (5%) above the salary step currently held for all hours during which the employee actually operates the aforesaid equipment. Only those employees who possess a valid Agricultural Pest Control Applicator's License, and who possess the requisite knowledge and experience to safely and effectively operate the equipment shall be eligible to receive this salary differential. This salary differential shall not apply during periods of paid leave nor during the use of accrued compensatory time.

5.09 DMV Certification

Employee assigned to perform testing, DMV certification and maintenance of related documents shall qualify for special assignment pay of five percent (5%) above salary step currently held.

5.10 Heavy Equipment Repair Differential

0.915% shall be rolled into the base salary of employees in the classification of Equipment Mechanic I and Equipment Mechanic II.

5.11 Distribution Certification Differential

Employees who attain a State approved D-4 Certification shall be entitled to receive a five percent (5%) differential. The position descriptions for each affected classification shall be amended to reflect the State minimum certification requirements.

5.12 Bilingual Pay

Employees who are required in the performance of their duties to converse with the public in a language other than English and who have demonstrated their competency in a second language through a fluency test administered by the Human Resources Department, shall receive bilingual pay in the amount of thirty dollars ($30) per pay period. Within thirty (30) days of MOU ratification, all incumbents who receive bilingual pay shall re-certify through the Human Resources Department.

No more than once every twenty-four (24) months, the Department Director or designee may require an employee receiving bilingual pay to demonstrate continued competency in a second language as a condition of continuing to receive pay under this section. Employees who do not demonstrate continued competency will cease receiving bilingual pay until such time competency is again demonstrated.

6.00 MEET AND CONFER - TIME OFF FOR REPRESENTATIVES

6.01 Representatives Empowered to Act

The Union shall advise the City of those persons empowered to act as its representatives with authority to bind the Union in matter pertaining to the administration of this Memorandum of Understanding.

6.02 Time Off to Meet and Confer

The City shall allow up to four employee representatives of the Union approved time during regular work hours without loss of compensation or other benefits for the purpose of formally meeting and conferring with representatives of the City on matters within the scope of representation.

The City agrees to provide up five (5) days per year of unpaid release time for purposes of participation in Union training activities upon request from the designated steward and subsequent approval by his/her supervisor. Approval shall be subject to the workload requirements of the Department.

6.03 Union Stewards

The Union may select a reasonable number of stewards from within the represented units in each geographical work location.

A specified number of employee representatives, as agreed upon by the City and the Union, may be released from work for the purpose of attending union/management meetings with Department Directors or other managers.

The Union shall provide the City Manager or his or her designee with timely written notification of the names of chapter executive board members and stewards.

6.04 Permission to Leave Assignments

Employee representatives shall not leave their work stations or assignments without specific approval of the Department Director or designee. Approval is subject to the workload requirements of the Department.

7.00 BENEFITS PLANS

7.01 Medical Insurance

The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired

employees to participate in this program shall be in accordance those provisions of PEMHCA providing for participation by annuitants.

The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this section are required only to the extent mandated by the PEMHCA.

During the calendar year 2013, the City will provide an employer contribution of $119 per month to CalPERS for each eligible active employee towards the purchase of medical insurance benefits.

In the event CalPERS requires a minimum employer payment in excess of the amount recited above, the City shall pay additional amounts, as approved by the City Council. Because PERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with PERS for medical insurance benefits.

The City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution provided to an active employee under this section 7.01.

7.02 Flexible Benefits Allowance

The City shall provide a contribution to the City's flexible benefits plan (125 Plan) 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. Employees can use this contribution to offset the cost of benefits purchased through the plan. The value of any flexible benefit allowance provided by the City under this Section shall be determined as follows:

A. Effective the pay period that includes July 1, 2013, the allowance provided to an eligible employee shall be equal to eighty five percent (85%) of the premium cost for health insurance coverage based on the employee's plan selection and participation level eligibility (e.g., Employee only coverage, Employee +1 coverage, or Employee +2 coverage), less the amount of any contribution provided under Section 7.01 above. The City's maximum contribution under this section shall no exceed the cost of eighty five percent (85%) of the premium for the second most expensive benefit plan (currently BlueShield) as determined by the employee's participation level, less the City's contribution towards medical benefits under PEMHCA, except that, in no event shall the sum of City's contribution pursuant to the provisions of Section 7.01 and 7.02 of this Memorandum of Understanding exceed eighty five percent (85%) of the premium cost for the PERS medical insurance plan in which the employee is enrolled.

B. The City shall continue to provide Flexible Benefit Allowance as provided in this Section unless amended or repealed by the City Council.

C. Contributions to an employee's Flexible Benefits Account shall be used only for payment of those benefits that are available through the City's Flexible Benefit Plan.

The City will not treat any contributions made to the Flexible Benefits Plan as compensation subject to income tax withholding unless the Internal Revenue Service and/or the 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.

D. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her Flexible Benefit Account are to be spent during the ensuing year. Thereafter, no changes to designations so made shall be allowed until the enrollment of the following year, except for changes due to an eligible qualifying event.

E. Each employee shall be responsible for providing immediate written notice to the Human Resources Director or designee any change to the number of his or her dependents which would affect 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 or she is entitled, shall be liable for refunding the excess amounts received via a reduction in the amount paid to employee's Flexible Benefits Account in subsequent months. Changes to flexible benefit contributions associated with changes in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which notice of the changes is received by the Human Resources Department. No retroactive increases to the Flexible Benefit Allowance provided by the City shall be allowed.

7.03 Federal or State Health Plan

If, pursuant to any federal or state law including but not limited to the Patient Protection and Affordable Care Act, which may become effective during the term of this MOU, 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. In this event, the contributions agreed to be paid monthly hereunder by the City under Sections 7.01, 7.02 and 7.06 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 contributions 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 those provided under Sections 7.01, 7.02 and 7.06, 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 7.06. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under Sections 7.01, 7.02 and 7.06 and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described.

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 the terms of this MOU.

7.04 Alternate Benefits

A. An alternative benefit in the form of a cash payment is available to those full-time employees in regular or probationary status who: (1) elect to opt-out of receiving City contributions under Section 7.01 and 7.02; (2) are not enrolled in a City-sponsored health insurance plan as the dependent of another City employee; and (3) provide proof of medical insurance coverage from a plan other than a City-sponsored plan.

Any cash payment provided under this section shall be reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding. Each employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section. The amount of alternative benefit amount provided to an employee is based on the level of insurance coverage that the employee could have received if he or she had enrolled in a City-sponsored health insurance plan, as follows:

Employee only ..... $150.00 per month

Employee and one dependent..... $270.00 per month

Employee and two + dependents ..... $350.00 per month

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.

B. Enrollment in alternative benefits has to be elected each year during open enrollment. Benefit eligibility and alternative benefit amounts may vary from year to year depending on plan premiums.

C. The provisions of this section shall be administered in accordance with regulations issued by the City Manager or designee which shall include, but not be limited to, the method and frequency of reimbursement to employees for the alternate benefits program(s) selected; the frequency with which employees may exercise the option to change alternate benefits programs; and appropriate procedures for the verification of payments made in pursuance of this section.

7.05 Supplemental Retirement Benefit

Employees who retire from the City with at least ten (10) years of continuous City service are eligible to receive a supplemental retirement benefit. This benefit shall be equal to $274.72, less the amount provided for under the section 7.01 above. This supplemental benefit is provided in the form of cash to the retiree on a monthly basis. In order to receive this benefit, the employee must begin receiving pension benefits within one-hundred and twenty days (120) of leaving City employment. Retirees are solely responsible for any tax consequences associated with the receipt of benefits under this section.

Beginning with the pay period including July 1, 2013, all members of the bargaining unit shall contribute $33.50 per pay period, and until otherwise negotiated to fund this benefit, which shall be placed in an irrevocable trust to fund such enhanced retiree medical benefits.

7.06 Dental Insurance

The City shall contribute towards dental insurance premiums coverage for full-time employees, other than temporary and provisional employees, and their eligible dependents. Beginning with the pay period that includes July 1, 2012, the City's contribution on behalf of an eligible employee participating in a City-sponsored dental plan shall be equal to eighty percent (80%) of the monthly premium for dental insurance, as determined by the employee's enrolled participation level in the City sponsored dental plan. Employees enrolled in dental insurance are required to contribute the remaining twenty percent (20%) of the premium costs for dental insurance coverage.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third party examining plan utilization review, market trends, overall plan costs and any other industry standard metrics deemed necessary by the third party.

Currently, the City provides insurance coverage through a Delta Dental plan which includes the following: 100% payment of diagnostic and preventative services (exempt from deductible); 80% payment for other basic services, and crowns and cast restorations; 70% payment for prosthodontics; 50% payment for orthodontics (adults and children). Deductibles each calendar year shall be Twenty Five Dollars ($25) per person with a maximum of Seventy Five Dollars ($75) per family. Maximum benefit payments shall be Two Thousand Dollars ($2000) per year for each patient except for orthodontics which shall carry a Twenty Five Hundred Dollars ($2,500) lifetime maximum benefit per patient.

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 carriers takes effect.

7.07 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 restrictions. Part-time employees who consistently work twenty (20) or more hours per week shall be eligible for Twenty Five Thousand Dollars ($25,000) City paid group term life insurance coverage following sixty (60) consecutive days of employment.

7.08 Medical, Dental, Vision and Flexible Benefits for Certain Part-Time Employees

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

1. Except as provided in section B below, only those 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 entitled to coverage under group medical and dental plans.

2. The City's contribution towards medical insurance for part-time employees who are eligible to participate in a CalPERS health insurance plan as an “employee” shall be proportionate to that amount provided for full-time employees in Sections 7.01 of this Memorandum of Understanding.

3. The City will provide those part-time employees who regularly work more than twenty (20) hours per week (at least a 0.5 FTE) with a Flexible Benefit Allowance. The amount of any allowances provided shall be determined in accordance with the formulas provided in Section 7.02, except that the sum of the contribution provided to a part-time employee who works more than twenty (20) hours per week under Section 7.01 plus the amount provided as a Flexible Benefit Allowance shall be based on the total number of hours worked each month by the part-time 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 contributions towards medical insurance premiums in the month next following. Except that, the amount provided shall never be less than the amount required by applicable government code.

4. The amount of the City's payment for dental insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.06 of this Memorandum of Understanding. The calculation of proportionate payments shall be in accordance with the provisions of paragraph 3 of this section.

5. The amount of the City's payment for vision insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.09 of this section. The calculation of proportionate payment shall be in accord with the provisions of paragraph 3 of this section.
6. The amount of the City' payment for alternate benefits shall be based upon scheduled hours of work and shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.04 of this section. The calculation and proportionate payments shall be based upon the hours budgeted for the position.

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 and dental insurance premiums and will continue to participate in the Flexible Benefits plan on the same basis as for full time employees.

7.09 Vision Care

The City shall contribute towards vision care insurance for full-time employees, other than temporary and provisional employees, and their eligible dependents. Currently, the City provides vision coverage through VSP, under a plan that provides for fifteen dollar ($15.00) deductible, an eye examination, lenses and frames once per year. Beginning with the pay period that includes July 1, 2012, the cost of the monthly premium shall be shared equally (50/50) between the employee and the City.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third party examining plan utilization review, market trends, and overall plan costs and any other industry standard metrics deemed necessary by the third party.

The City reserves the right to provide vision care benefits under a self-funded 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 to move to a self-funded plan or to change insurance carriers, any new benefit plan shall provide coverage that is substantially equivalent to the coverage available at the time this option is exercised.

7.10 Deferred Compensation

A Deferred Compensation Plan has been established for the benefit of City employees. Employees may contribute to the Plan as provided by the Plan terms.

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 jointly decided upon by the Administrative Committee as defined in Section 13.00 of the plan document.

7.11 Employee Assistance Program

The City agrees to continue to provide an Employee Assistance Program at no cost to the employee for the duration of this Agreement. Such Program shall offer confidential counseling services to eligible bargaining unit employees and their eligible dependents, subject to a ten (10) session limitation per fiscal year.

The City and the Union will, during the course of future union/management meetings, continue to review the effectiveness of the EAP and recommend to the City Manager as necessary changes and/or additional training needs.

7.12 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 paid leave or any other paid leave that will exceed his or her full monthly gross salary.

7.13 Medical Flexible Spending Account and Dependent Care Spending Account

The City shall maintain a Section 125 Plan, permitting employees to pay for eligible expenses, such as employee premium contributions, medical expenses and dependent care cost, with pre-tax dollars. Participants will be responsible for any claims service charge. Participants in the Plan may annually deposit up to a maximum of Twenty Five Hundred Dollars ($2,500) for medical expenses and Five Thousand Dollars ($5,000) for dependent care into the Plan. Each employee shall be solely and personally responsible for meeting provisions and requirements set forth in the regulations of Section 125 Plan and the Plan Administrator.

8.00 SALARY ADMINISTRATION

8.01 Salary Administration Policy

The policy governing preparation of a compensation plan shall be that of salary standardization.

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 designee 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 for New Hires

Employees may be advanced to higher steps as merited by progressive improvements in job skills and work performance. The following time-in-step requirements shall normally apply for an employee to be eligible for advancement in pay.

Step	Time-in-Step
A	12 months
B	12 months
C	1 year
D	1 ½years
E	---

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing duties, advancement may be made prior to completion of the above time-in-step requirements. No early advancement may be made for an employee in a probationary status.

If the first day of the time in a step period begins in the first five (5) days of the payroll period, then time in step shall begin with the start of the payroll period. If not, then time shall begin on the first day of the next payroll period.

Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

8.04 Eligibility for Advancement in Pay Upon Promotion

Employees may be advanced to higher steps as merited by progressive improvements in job skills and work performance. The following time-in-step requirements shall normally apply for an employee to be eligible for advancement in pay.

Step	Time-in-Step
A	6 months
B	6 months
C	1 year
D	1 ½years

E ---

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing duties, advancement may be made prior to completion of the above time-in-step requirements. No early advancement may be made for an employee in a probationary status.

If the first day of the time in a step period begins in the first five (5) days of the payroll period, then time in step shall begin with the start of the payroll period. If not, then time shall begin on the first day of the next payroll period.

Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

8.05 Attaining Advancement

An employee must demonstrate that advancement is merited on the basis of job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, positive customer service, and other factors of individual achievement must be evident as appropriate to the position. The City Manager or designee shall be notified by the Human Resources Director or designee of an employee's approaching eligibility for step advancements.

8.06 Use of Performance Ratings in Determining Whether Step Advancement is Merited

Performance ratings shall guide supervisors and Department Directors in determining whether step advancements have been earned and should be recommended to the City Manager. Performance ratings shall also serve as a means whereby an employee may benefit from a regular review of his or her performance by his or her immediate supervisor for: A. clarifying the supervisor's and the employee's expectations regarding job performance; B. reviewing the employee's performance of duties assigned and noting deficiencies requiring improvement or recognizing exemplary performance; and C. establishing employee developmental goals in appropriate career or performance areas.

8.07 Withholding Step Advancement

Department Directors or their designee shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work guidance and assistance toward improvement. An employee’s supervisor or manager shall notify the employee in writing at least sixty (60) days prior to the employee’s time-in-step eligibility for a merit step advancement that the employee has thus far not earned the increase based on some or all of the factors listed in Section 8.05. The notice shall objectively identify the employee’s deficiencies and further identify the specific improvement(s) that the employee must achieve to earn a merit step increase.

The supervisor or manager shall provide a copy of this sixty (60) day notice to the Human Resources Director. The notice shall be placed in the employee's personnel file along with any written response from the employee. The notice is not subject to appeal. The employee shall receive the merit step increase if the supervisor or manager does not provide the written notice to the employee at least sixty (60) days prior to the merit step increase due date.

If an employee does not meet the objectives described in the sixty (60) day notice, the employee's Department Director or designee shall have the authority and responsibility to recommend to the City Manager that the City withhold the merit step advancement from the employee. Denial of a merit step increase is not grievable under Section 15.00.

However, an employee denied a merit step advancement may request a meeting with the Human Resources Director or designee. The request must be made in writing (email is preferred) by the employee and submitted to the Human Resources Director within five (5) working days of the denial of the merit step increase. The meeting shall occur within thirty (30) days of the denial of the merit step increase. During the meeting, the employee may have a Union representative of his or her choice. The employee and/or Human Resources Director or designee may require the presence of the supervisor or manager who denied the merit step increase. The Human Resources Director or designee may conduct whatever additional review of the matter that he or she deems necessary to assess the employee's denial of the merit step increase.

8.08 Change in Pay Upon Promotion

When employees are promoted, they shall receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, they may receive the next step in the salary range of the new position which is close to five percent (5%) above their present salary, but not less than four and a half percent (4.5%). If no advancement in salary is granted on promotion, employee may be allowed to carry forward time and step accumulation. In no event will an employees' salary be set at a rate that exceeds the range applicable to the employees' new classification.

An employee promoted to a higher position who, at the time of promotion is serving in such position in an acting or provisional status, may have all or a portion of the time continuously served in acting or provisional status credited towards satisfaction of the probationary period for the position. Credit allowed for this purpose, if any, shall be at the sole discretion of the Department Director, and shall not affect the employee's effective date of regular status in the promoted position.

8.09 Change in Pay Upon Demotion

When an employee is demoted, whether voluntarily or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the class to which he or she is demoted. The employee will be placed in a salary step in the demoted classification that is the same as or above the step held prior to demotion providing said demotion is not the result of disciplinary action. If the demotion is a result of disciplinary action, the specific salary step shall be determined by the City Manager or

designee; provided however, that if the employee had prior service in the demoted position, the employee's step on the salary schedule for the demoted position shall not be set at a step that is lower than the step previously held by the employee in that position before his or her promotion.

8.10 Change in Pay Upon Reclassification

When a position is reclassified to a classification with a higher pay range, and the incumbent employee retains the position, the employee shall normally be placed at the first step in the new salary range. However, if such step is equal to or less than their present salary, they may receive the next step in the salary range of the new position which is close to five percent (5%) above their present salary, but not less than four and a half percent (4.5%). When recommended by the Department Director or designee and approved by the City Manager or designee, additional advancement may be granted. If no change in salary is granted, the employee may be allowed to carry forward time-in-step accumulation.

In the event the City reclassifies a position from a lower level classification to a higher level classification, the City Manager may in his or her sole discretion appoint the incumbent occupying such reclassified position without competitive examination providing said incumbent meets the minimum qualifications (employment standards) for the higher classification. The Union shall be notified of appointments made pursuant to this provision.

When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while he or she continues to occupy the position. If the 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 the current rate exceeds the maximum step of the new range, the salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

8.11 Acting pay

Employees may be assigned to perform the duties of a higher classification on an "acting pay" basis when in the judgment of the Department Director or designee a need exists for work to be performed in such higher classification. An "acting" assignment shall only be made by the Department Director or designee at the beginning of the work shift, and employees designated to receive "acting" pay shall be provided with a written notice assigning the employee to the higher classification on an "acting" basis.

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. If the closest step in the "acting" assignment is not equal to at least a five percent (5%) increase over the employee's present salary step, the employee shall receive "acting" pay equal to five percent (5%) above his or her current pay step, except that the total rate paid (base salary plus any percentage increase) for work performed in "acting" assignment shall not exceed the top step of the salary range for the higher class. Work assignments shall not be changed for the sole purpose of evading the

requirement of providing out of class pay to an employee who would otherwise be eligible.

An employee who is receiving ”acting” pay by reason of assignment to a position in the 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.

8.12 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 or the duties and responsibilities in the class specification. Selection of employees to said positions and removal from those positions shall be made by the City Manager or designee upon recommendation of the Department Director. An employee so assigned shall receive additional pay equal to five percent (5%) of the employee's present salary.

8.13 Flexibly Staffed Classifications

The job duties of employees hired into flexibly staffed positions within this unit shall be formally evaluated no later than eighteen (18) months from date of appointment to the position to determine whether duties performed and skills acquired justify a reallocation to the higher level position. Such evaluations may be performed by the supervisor(s) in conjunction with Human Resources Department staff and recommendations for advancement shall require approval of the City Manager or designated representative.

8.14 Special Pay for Supervising Court Referrals/GAIN/GAE Participants

An employee assigned by a supervisor or management employee to supervise, direct, and monitor the activities of court referrals and/or GAIN/GAE participants (or other welfare program participants) shall be paid five percent (5%) over his/her regular salary step for the actual hours of such activity only. Special pay for supervising court referrals shall not be paid in conjunction with any overtime pay earned by virtue of extra hours worked in a day or extra days worked in a week. Such assignments shall be voluntary, and shall be rotated among those employees in a work unit who are available and qualified to perform the work.

9.00 SALARIES

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

9.01 Lead and Senior Differential Pay

The wage rates for the classifications “Lead”, and “Senior”” shall be set at ten percent (10%) above the highest base wage rate of the linked classifications. In the event wages of incumbents in the referenced classifications are higher than the proposed ten percent (10%), such wages shall not be reduced or excluded from negotiated COLAs. The following classifications, due to the level of responsibility, shall be set at fifteen percent (15%) above the highest base wage rate of the linked classification.

- Groundskeeper III
- Senior Maintenance Leader
- Senior Utility Customer Service Leader
- Senior Utility Leader
- Cross Connection Control Specialist

9.02 Pay Raises

The City Personnel/Payroll Action Request (PPAR) forms will show the percentage increase in salary after promotion.

In order to avoid a delay in processing of step increases, supervisors may submit recommendation for step increases in advance of the written performance evaluation.

10.00 RETIREMENT BENEFIT

10.01 Defined Benefit Retirement Program

The City will continue to contract with the Public Employees' Retirement System (PERS) to provide a retirement program for employees. Bargaining unit members deemed classic employees shall have the following retirement benefit package:

1. 2.5% at age 55 benefit formula
2. Fourth Level of 1959 Survivor's Benefits
3. Post-Retirement Survivor Allowance
4. One (1) Year Final Compensation
5. Military Service Credit as Public Service
6. Continuation of Pre-Retirement Death Benefit after Remarriage of Survivor.

These benefit plans require an employee contribution of eight percent (8%). Employees shall pay the full employee contribution of eight percent (8%), which shall

be paid by the employee on a pre-tax basis in accordance with IRS Section 414(h)(2) method of reporting retirement payments.

New members as defined by the PEPRA pension reform statute shall have a retirement formula dictated by law and shall be required to pay at least 50% of the normal cost of their pension as identified, and periodically revised, by CalPERS or eight percent (8%) whichever is greater up to the lawful maximum.

10.02 Social Security Coverage

An employee who is not eligible for enrollment in the Public Employees' Retirement System and who, in accordance with the federal Omnibus Budget Reconciliation Act of 1990, is 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

The following days shall be holidays for all full-time employees other than temporary and provisional employees.

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

Employees shall be allowed the last half, up to 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.

If any of the above holidays fall on a Sunday, the following Monday shall be observed as a holiday provided. However, that Christmas and New Year's Day shall be observed on the day the holiday actually falls for employees who work a 7-day operation. If Christmas Eve falls on a Sunday, the holiday shall be observed on the previous Friday.

If a holiday falls on a Saturday, the previous Friday shall be observed as a holiday. If a holiday falls on an employee's regular day off, or if an employee is scheduled or assigned to work on a holiday, an employee shall be entitled to equivalent time off at a later date and such time shall be credited to the employee's compensatory time off at straight time rate. Scheduling or assignment of holiday work must be approved in advance by the City Manager or designee.

11.02 Holidays for Certain Part-Time Employees

Part-time 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 (not to exceed eight (8) hours).

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 or her last regular work day immediately preceding the holiday and on his or her first regular work day following a holiday, and unless the employee so reports he/she 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. Department Directors or their designated representatives may waive the requirement for a physician's statement in support of an absence because of illness.

11.04 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager or designee except in emergency situations where said approval cannot be obtained beforehand.

An employee who is required to work on a holiday shall receive, in addition to pay for the holiday, pay at the employee's regular hourly rate for all such hours worked.

11.05 Holiday Pay for Twenty-Four Hour Employees

When holidays fall on Saturday or Sunday, seven day, twenty-four hour employees who work on the actual holiday shall be paid compensatory time or overtime for the day worked NOT the day observed by the City.

12.00 VACATIONS

12.01 Vacation Leave Policy

Vacation leave is a benefit and the use of same shall be approved by the Department Director or designee, 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 or her vacation leave, the employee may apply for another eligible paid or unpaid leave (excluding sick leave) as provided for in this Memorandum of Understanding. If vacation leave is approved, and then it is determined that the employee does not have enough vacation leave available to cover the request and no other leave is requested, payroll will deduct the excess time from another eligible paid leave balance. 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 to remain in a paid status while on approved leave under Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the vacation hours will run concurrently with the state and/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 regularly scheduled hours.

Vacation accrual schedule for employees who are budgeted and work full time are as follows:

Years of Service	Period	Per 80 Hr. Equivalent	Hourly Annual
0 to end of 4 yrs.	3.08 hrs.	.0385 hrs.	80 hrs.
5 to end of 9 yrs.	4.62 hrs.	.0578 hrs.	120 hrs.
10 to end of 19 yrs.	6.16 hrs.	.077 hrs.	160 hrs.
20 yrs. & more	7.70 hrs.	.0963 hrs.	200 hrs.

An employee will accrue at the next highest benefit level on his or her corresponding anniversary date. For purposes of crediting service time for vacation accruals, a former employee who is reinstated within one (1) year from the date of his or her separation in a probationary and regular appointment. No service time in a temporary, provisional or contracted appointment shall be credited.

Vacation leave can be accrued but shall not be granted during the first six (6) months of service. The increases in vacation leave allowance 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, but vacation leave shall not be earned during any period of unpaid absence.

Vacation is accrued for all regular hours worked and 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 employee's accrued leave.

The maximum vacation accrual cap shall be twice the employee's annual rate. The vacation accrual cap shall be maintained on a per pay period basis. Exceptions may be permitted on approval of the Department Director 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 Accruals for Permanent Part-Time Employees

Only those 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 eligible for vacation leave.

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.

The use of vacation shall be subject to the provisions of Section 12.01, 12.03, 12.04 and 12.05 of this Memorandum of Understanding.

12.04 Payment for Unused Vacation Leave

Leave time earned but unused at date of termination shall be added to final pay.

12.05 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 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. Use of sick leave shall be approved by the employee's supervisor.

Employees shall whenever possible make appointments for medical, dental, and other health and wellness similar purposes on Saturdays or other non-work time.

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 defined as a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner in accordance with California Labor Code 233. Up to half (1/2) of an employee's annual sick leave accruals per calendar year may be used as family sick leave. A certificate from an attending physician stating the expected duration nature and extent of the family member's illness may be required. Authorization to use additional sick leave for family illness beyond the maximums identified above may be granted by the City Manager or designee when in his or her judgment circumstances warrant the same. Employees may use not more than four (4) hours of sick leave for the purpose of consulting with a physician concerning a serious illness or injury of a member of the employee's immediate family.

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 Act or Pregnancy Disability Leave, then any 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 or her leave entitlements, the employee may be retired for disability or separated.

13.02 Sick Leave Accruals 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. After an absence is approved as sick leave, it shall be deducted from an employee's leave balance. 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 (3) 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 Accruals for Part-time Employees

Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to accrue sick leave benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll

period. The amount of sick leave so accrued shall be proportionate to that earned by full-time employees based on the number of hours worked by the part-time employee. The full-time sick leave accrual rate is 3.7 hours per payroll period.

The use of sick leave so earned by part-time employees shall be subject to the provisions 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.

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.

There shall be no limit upon the number of hours of unused sick leave that may be accumulated by an employee. 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.

13.04 Sick Leave Notice and Certification

A. Procedure for Compensation

In order to receive compensation while absent on sick leave, the following procedures shall apply:

1. Employees assigned to continuous shifts in the Wastewater Treatment Plant, or someone on their behalf, shall notify their supervisor at least two (2) hours prior to the commencement of their scheduled shift whenever they will be unable to report for said shift due to illness, injury or unforeseen emergency.

2. All other employees shall notify their supervisor or designated representative prior to the commencement of their scheduled shift whenever they will be unable to report for work due to illness, injury or unforeseen emergency.

Department Directors may waive these requirements upon presentation of a reasonable excuse by the employee.

Employees shall file a physician's certificate with their supervisor if required by their Department Director or designee, for any use of sick leave. After three (3) working days' absence, the employee's supervisor shall 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, after having been counseled about their use of sick leave. 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. 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 substance abuse 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 competent medical authority.

These same requirements may also be applied for family sick leave requests.

B. Certification as a Result of Concerted Job Action

In the event the City Manager finds that employee absences from duty are the result of a concerted job action, any employee claiming sick leave with pay shall be required to provide certification on a form prescribed by the City. Such form shall include but not be limited to 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 as to prevent the employee from performing his or her job, but disclosure of a specific medical diagnosis shall not be required. A determination by the City Manager that a job action exists, necessitating the sick leave certification procedures required herein, shall be final and not subject to any grievance procedure in effect between the Union and the City. Nothing herein shall prevent a Department Director from approving the payment of sick leave in situations where the employee submits alternative proof of disability satisfactory to the Department Director showing that the employee was unable to work on the date(s) for which sick leave is requested.

13.05 Payment for Unused Sick Leave

Any 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, with at least ten (10) years of service, 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 (l%) 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.

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.

13.06 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 leave balance.

Upon separation of employees, sick leave balances for which payment has not been made shall be canceled, and shall not be restored if a former 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 due 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 services of the deceased

b. The employee is responsible for or involved with service 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 or 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 Director or a designated representative the conditions for granting bereavement leave have been satisfied. Upon presentation of such a request the Department Director shall determine whether leave shall be granted and in what amount. Additional bereavement leave of two (2) work days for travel purposes not to exceed a total of five (5) work days may be granted by the Department Director when circumstances warrant the same.

Part-time employees who work a continuous 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.

14.02 Jury Leave

An employee summoned to jury duty shall inform his or 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. Employees who are required to appear and testify in court on matters relating to or arising out of their official duties as employees of the City of Hayward shall suffer no loss of pay by reason of such appearance(s).

Any employee scheduled to begin service on a jury three (3) or less hours from the start of their scheduled 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 their 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 work from jury duty.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is required to serve on jury duty on his or her regularly scheduled days off the City will endeavor to reschedule the days off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

14.03 Military Leave

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

14.04 Industrial Disability Leave

For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employees' period of disability.

Compensation under this act will be provided through payroll or the City's third party administrator. Employees may elect to use their own personal paid leave to supplement any worker's compensation benefits received. If any paid leave is used, the employee must contact Human Resources Department and integrate the leave with the temporary disability benefits paid under this Act, so that compensation does not exceed 100% of an employee's regular pay.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

14.05 Leave Without Pay

A Department Director, upon written request of a full-time employee other than temporary or provisional employees, may grant authorize 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 Act 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 or her leave entitlements, the employee may be retired for disability or separated.

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

14.06 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. Consideration for granting leve will

take into account the employee's previous time off, reason for request, business needs, etc.

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).

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 or her right to be reinstated.

All eligible paid leaves must be exhausted during any leave granted under this provision. Should the employee exhaust their leave balances while on the leave, all remaining leave will be without pay. 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 Act 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 or her leave entitlements, the employee may be retired for disability or separated.

No benefits will be provided during this period except in those instances when it is required by law. Health coverage may be continued, but at the employee's own cost.

14.07 Absence Without Leave

No employee shall be absent without leave except in case of sickness or emergency which prevents the employee from providing notification. Prior to the time required to report for duty, an employee shall notify his or her supervisor or Department Director of his or her inability to report.

14.08 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.

14.09 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.

14.10 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 (1) 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.

14.11 Catastrophic Injury/Illness Time Bank

Upon approval of the City Manager or his or 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 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.

    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 one 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 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 40 shall be returned to the respective donor(s)

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.

This provision shall also allow the use and donation of catastrophic leave to employees who need paid time off to care of a catastrophically injured or ill dependent. The use of this leave is limited to a one (1) year period for establishment of any Catastrophic Injury/Illness Time Bank. Upon approval of the City Manager or designee, a time bank may be established for the benefit of an employee who has a dependent who is incapacitated by a catastrophic illness or injury. A dependent is defined as a legal spouse, registered domestic partner, legal child under the age of 26, or legal child of a registered domestic partner under the age of 26.

An employee must provide a signed medical certification from the treating physician of his or her dependent stating that the employee's dependent has a severe and disabling injury or illness and indicating the amount of time he or she would need to be off to care for his or her dependent.

An employee shall not be credited with more than 100% of his or her normally budgeted hours for any given pay period. In no event shall an employee receive donated paid leave in addition to any paid benefit provided to the employee for time off to care for his or dependent, such as but not limited to Paid Family Leave, that will result in the employee receiving more than 100% of the employee's base salary for the pay period. Records of any paid benefit provided to the employee for time off to care for his or her dependent must be provided by the employee to Payroll for integration with catastrophic leave.

Employees can donate paid leave to an employee who has a dependent with a catastrophic injury/illness under the same terms and conditions as for an employee who has a catastrophic injury/illness.

Employees can utilize catastrophic leave for up to a one (1) year period. The period starts for the first day of use of catastrophic leave. For example, if catastrophic leave starts on July 1, 2010, it can only be used up until June 30, 2011. Leave can be taken on an intermittent basis if approved by the City Manager or designee but will not exceed catastrophic leave usage past the one (1) year leave period.

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

This section does not affect an employee's rights, if any, under the American With Disabilities Act and/or the California Fair Employment and Housing Act.

15.00 GRIEVANCES

15.01 Grievance Defined

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, scope of representation or appeals to disciplinary actions.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. With respect to grievances regarding compensation, only those 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. Retroactive adjustments of any undisputed payroll errors shall not be subject to the thirty (30) day limit.

15.02 Investigation and Reporting

Grievances which may arise and which cannot be adjusted on the job shall be reported to the union by a union representative appointed by the Union pursuant to section 6.02 of this Memorandum of Understanding; provided, however, in no event shall the representative 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 union representative as provided in Steps 1, 2, or 3 of the grievance procedure, the City shall afford said representative reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The grievant and/or the area representative 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.

15.03 Grievance Procedure

A. Grievance Process

Grievances shall be processed in the following manner:

Step 1 - The grievance shall be presented either by the employee or by an authorized union representative to the designated supervisor of the employee within seven (7) working days after the cause of such grievance occurs. The designated supervisor shall have seven (7) working days from date of receipt of grievance to respond.

Step 2 - Should the grievance remain unresolved, the grievance may be presented in writing either by the employee or by an authorized union representative to the Department Director or to such representative as he or she may designate. The Department Director or a designated representative shall have seven (7) working days from date of receipt of grievance to respond.

Step 3 – Should the grievance remain unresolved, 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. The City Manager shall have seven (7) working days from date of receipt of grievance to respond.

Step 4 – Should the grievance remain unresolved, either the Union or the City may within seven (7) business days of the date of the City Manager's response, 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. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto. It is the intent of this provision that Arbitrator awards be implemented.

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

b. Proposals to add to or change this Memorandum of Understanding or written agreement 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. No 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.

B. Grievance Process for Letters of Reprimand

1. A letter of reprimand (or warning letter) shall be defined as any written communication to an employee which advises the employee that he/she has engaged in certain acts of commission or omission which, if continued, may subject him/her to disciplinary action.

2. A letter of reprimand as defined above shall not be subject to the grievance procedures in the current MOU.

3. In the event an employee is subject to termination, suspension or demotions, the arbitrator may consider the relevance of any written reprimand that the City introduces as evidence. The arbitrator may not rule on the merits of whether the City had just cause to issue any of the written reprimands.

15.04 Disciplinary Action

An employee may request the presence of a union representative during an interview with his or her supervisor which the employee reasonably believes may result in disciplinary action, and where there is no assurance from the supervisor that disciplinary action is not intended. If at any time during an interview without a union representative in attendance, it becomes apparent that disciplinary action could occur, either party may adjourn the interview until a union representative can be present. The provisions of this paragraph shall not apply to interviews conducted for the purpose of reviewing an employee's performance evaluation.

In those instances where an employee is afforded the opportunity for a pre-disciplinary review, he/she shall be given an opportunity to present their position in writing or in a hearing concerning the matter. Specific charges and all material upon which the

recommendation for disciplinary action is based shall be sent to the employee and to the Union. The employee shall be afforded five (5) work days after receipt of this material to request a hearing with the City Manager or his or her designee. In the event a hearing is requested by the employee it shall be scheduled no later than 15 calendar days following receipt of request. The results shall be made known to the affected employee no later than 30 calendar days following completion of the hearing. In the event the City fails to observe any one of the above referenced time limits, the proposed disciplinary action shall be deemed to be null and void. An extension or waiver of the time limits herein provided may be agreed to by the parties.

When the City Manager has acted as the Skelly officer or has directly imposed the disciplinary action, employees having the right to appeal a disciplinary action shall commence such appeal at step 4 of the Grievance Procedure detailed in Section 15.03; otherwise, appeals shall be filed at the management level one step higher than the manager invoking the discipline.

15.05 Personnel Commission

Nothing contained in sections 15.01 through 15.04 shall abridge any rights to which an employee may be entitled under the City Charter. Any employee may, as an alternative to steps 4 and 5 of the Grievance Procedure recited in Section 15.03, request that his or her grievance, including appeals to disciplinary action, be heard by the Personnel Commission.

16.00 MISCELLANEOUS PROVISIONS

16.01 Safety Shoes

Upon recommendation of the Department Director and approval of the City Manager or a designated representative, an employee other than a temporary or provisional employee, may be reimbursed for the purchase of safety shoes in an amount not to exceed One Hundred Seventy Five Dollars ($175.00) per year.

16.02 Uniforms

Employees other than temporary employees, shall be entitled to uniforms at City expense to be worn during the performance of their work. Employees receiving the City-furnished uniforms shall be required to wear same in the performance of his or her work. Failure to do so will forfeit the employees' entitlement to City-furnished uniforms. Matters of color, style, manufacture, supplier, and cost shall be decided solely by the City. Each employee shall receive an initial uniform issue of three (3) long-sleeved shirts; three (3) short-sleeved shirts; three (3) pair of pants, and one (1) jacket.

Between January 1st and April 1st each year, on a date to be selected by the City, employees shall be entitled to receive a maximum of six (6) articles of uniform for replacement purposes if needed, exclusive of jackets.

Jackets shall be replaced once every two (2) years if needed. Employees working in the Garage and Shops Division may elect to receive City-furnished uniforms as provided above or coveralls which will be laundered at City expense. This option may be exercised once each year during the first week of January.

The City, in its sole discretion, may issue other types of wearing apparel, in lieu of or in addition to the basic uniform allotment described above, to those employees whose work assignments warrant same.

16.03 Examination Announcement for Job Openings within the Representation Unit

Examination announcements for job openings within the representation unit shall be posted internally for at least a two (2) week period prior to the filing deadline. A copy of each examination shall be provided to the Union and the Stewards appointed by the Union pursuant to Section 6.03 of this Memorandum of Understanding.

All position vacancies within the representation unit shall be posted internally at least two (2) weeks prior to their being filled. Such notices will state the pertinent requirements and conditions for the vacant position. Employees desiring transfer to a posted position who respond within the posting period and who meet the requirements for transfer shall be given consideration in the form of application review, interview or both.

The City retains the right to determine whether promotional positions within this bargaining unit shall be filled by closed promotional or open competitive examination. Postings for Closed Promotional or Open Competitive Exams will be posted simultaneously with internal Transfer Notices. Employees eligible for a transfer will be given consideration without going through the examination process.

16.04 Participation in Promotional Examinations

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 receive no compensation for participating in promotional exams outside of their scheduled working hours or while on paid leave. However, employees shall receive compensation for participating in promotional exams outside of their normal work schedule for a new position being created by the City to replace their current position which shall be eliminated.

16.05 Notification of Address

All employees, including those on leave of absence, shall keep the Human Resources Director informed as to their current home address at all times.

16.06 Personnel Files

Personnel files are maintained by the Human Resources Director for each employee. These personnel files are considered confidential and shall be made available only to the employee or to a concerned Department Director. Union representatives and staff representatives shall be entitled to review the contents of an employee's personnel file and receive copies of requested materials, provided written permission to do so is given by the employee.

Employees shall be notified of any adverse material placed in the personnel file, and may file with the Human Resources Director for inclusion in their file a written reply to any such adverse material contained in their official personnel file.

After a period of three (3) 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 three (3) 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 Director and subsequent performance by the employee.

16.07 Educational Reimbursement

The City's policy of reimbursing employees who voluntarily engage in educational and/or professional development activities outside of working hours 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, permanent employee with at least three (3) months service may apply. Employees in a temporary or provisional status are not eligible; part-time employees are eligible for reimbursement on a pro-rata basis.
2. Any employee who qualifies for GI benefits for 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 course 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 or correspondence course approval of the subject matter or license must be obtained by the employee on the form entitled Application for Educational Reimbursement. Approval is required from the immediate supervisor, Department Director, Human Resources Department and the City Manager.

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. The City will reimburse a maximum of $1,000 per fiscal year of tuition or fees, 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.

   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.

As a supplement to each department's available funds for reimbursement, the City shall maintain a fund in the amount of five thousand dollars ($5,000) each fiscal year for reimbursement of costs related to educational activities and/or professional development of bargaining unit members. A maximum reimbursement of one thousand dollars ($1,000.00) will be available to individual employees applying for reimbursement provided there is a sufficient balance remaining in the fund at the time of the request.

16.08 Safety and Safety Committee

The City agrees to provide a safe place to work and appropriate safety training consistent with the requirement to conduct efficient operations.

The City agrees to continue to make available inoculations for Hepatitis B and Tetanus, as medically indicated, to employees in sewer maintenance, streets and landscapes, wastewater treatment classifications, and any employees tasked with cleaning up homeless encampments. Training on infectious disease control concerns shall continue to be made available to employees in the sewer maintenance, water, landscaping, and wastewater treatment divisions and any employee tasked with cleaning up homeless encampments.

The City will continue employee involvement in meetings of safety committees presently in existence, and any new or revised committees which may be formed during the term of this Memorandum of Understanding.

16.09 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union if employees are affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation which is to be considered by the City Council, by any board or commission of the City, or by any department. The Union shall be given the opportunity to meet with such body prior to any action taken thereon. In cases of emergency when the City determines that such a proposal must be acted on immediately without prior notice or meeting with the Union, the City shall

provide such notice and opportunity to meet at the earliest practical time following the action taken thereon.

16.10 Use of City Facilities

The Union shall be allowed use of space on available departmental bulletin boards for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. This privilege may be revoked in the event of abuse after the City Manager consults with representatives of the Union. Solicitation for membership or other internal employee organization business shall be conducted during the non-duty hours of all employees concerned.

City buildings and other facilities may be made available for use by employees or the Union or their representatives in accordance with such administrative procedures as may established by the City Manager or department heads concerned.

16.11 Introduction of New Equipment

In the event of the introduction of new machinery or new processes the City will provide suitable training for those employees whose job assignments require operation or maintenance of the new machinery or processes.

16.12 Examinations - Oral Boards

An authorized representative of the Employee Organization who is not an employee of the City may attend, as an observer, oral boards convened for the purpose of promotional examinations; provided the candidate requests in writing the presence of said observer.

16.13 Seniority List

The City will post and maintain on official bulletin boards a current seniority list by classification.

16.14 Training

A. On the Job Training

Interested employees may receive, on an informal basis, on-the-job training for jobs in a higher classification. The Department Director or a designated representative will designate situations for which such training is to be accomplished and such training shall be conducted so as not to interfere with operations.

B. Training Opportunities

Certain job assignments within a given classification may provide experience and training opportunities which serve to enhance the chances for promotion of employees performing such assignments. Prior to filling such job assignments, employees in the division where the assignment occurs shall be informed of the opening and be given an opportunity to request consideration for said assignment. Selection shall be limited, for the most part, to employees serving at or near entry level positions in the division and shall be based upon such factors

as possession of minimum qualifications for the job assignment, previous experience and training relevant to the position, quality of work performance in present and previous assignments with the City, attendance, and demonstrated interest and aptitude for the position.

In addition, consideration shall be given to recommendations for selection made by representatives of the union which are consistent with the foregoing criteria. Final selection of employees for such jobs shall be at the discretion of the department head or his/ her designated representative, and shall not be subject to the grievance procedure in the Memorandum of Understanding. Where practicable and consistent with the City's requirement for the efficient and expeditious completion of the work to be performed, and where the assignment is of sufficient duration, the division head shall attempt to rotate additional qualified employees through long term assignments.

C. Training Recommendations

The City and Union shall continue, during the course of future Union/Management meetings, review and discuss training programs and training needs, and recommend proposed training activity to the City Manager.

D. Training for Water Pollution Control Facility Operators

Training will be made available to WPCF Operators to facilitate promotional opportunities to Lead Operator positions. Parties will meet periodically to discuss various aspects of the training program.

16.15 Pre-Retirement Counseling

The Human Resources Department will continue to make CalPERS brochures and forms, Great West distribution forms, and other information related to retirement options available to employees. Upon request, staff will meet with employees to provide explanation of City administered benefits.

16.16 Restrictions on Outside Work

Gainful employment outside of an employee's regular City position shall be subject to approval by the City Manager or designee. Approval of outside employment may be granted for a period up to one (1) year. Employees wishing to continue outside employment must re-apply for approval each year. The City may deny an employee's application for outside employment which is incompatible with the employee's City employment or which is of such a nature as to interfere with satisfactory discharge of his or her regular duties. The City may revoke an employee's approved right to engage in outside employment which proves to violate the conditions of this provision. Violations of this Section shall be cause for disciplinary action.

16.17 Employee Development

In the interest of providing bargaining unit employees with opportunities to enhance their ability to promote, the parties agree to the following:

Application Process

For purposes of Transfer Requests, employees are encouraged to submit a resume to the hiring department, outlining their qualifications for the vacancy. Human Resources Department staff will provide consultation on resume preparation to employees as requested.

Training

1. The City agrees to offer Interviewing Skills training workshops up to two (2) times per fiscal year. Interested employees shall be released from their duties to attend such workshops upon making such a request to their supervisor, and contingent on available coverage.

2. The City's computer resources room shall be made available during regular workdays at 7:00 a.m., during the lunch period, and until 6:00 p.m.

Skills Enhancement Opportunities

Up to three (3) SEIU bargaining unit representatives (1 Clerical, 1 Confidential, 1 Maintenance), shall meet with the Human Resources Director and/or his or her designee for the purpose of identifying and promoting skill enhancement and developmental training needs for bargaining unit members, and to ensure that Transfer and Promotion processes are fairly administered.

Such skill enhancement and developmental training that may be offered may include but is not necessarily limited to computer; written and oral presentation; communication; interviewing; in addition to other employment-related training offered by the City. Career counseling assistance will continue to be available from the Human Resources Department.

16.18 Volunteer Programs

The Union recognizes the value of active volunteer participation in the City of Hayward; however, volunteers shall not be used to perform bargaining unit work. The parties shall meet as necessary to discuss the use of volunteers in the City.

16.19 Implementation of Department of Transportation Alcohol and Drug Testing Program

A. The City will provide each supervisor and shop steward with a detailed checklist on steps to take when ordering an alcohol or drug test for reasonable cause, post-accident test, and random test.

B. Union stewards will attend supervisory training required in Section G. of Administrative Rule 1.91 for Public Works and Facilities Maintenance supervisors.

C. A Union committee will be afforded site visits at any proposed collection site to observe the facilities prior to its use.

D. A Union committee will be afforded a site visit at any proposed testing laboratory prior to its use, provided that it is local.

E. The Union will be allowed input into the selection of the Medical Review Officer assigned to Local 1021 cases.

F. The Union will be permitted to annually review records kept pursuant to this Administrative Rule and for grievance processing.

G. Eight hours additional training during the first twelve months will be provided to Public Works supervisors on addressing alcohol and drug issues in the work place. Union stewards will be permitted to attend the training.

H. A monthly meeting will be held with the Union stewards, Public Works management, and Human Resources Department to review the process and correct any problem areas.

I. The Union agrees that a clinician from Occupational Health Services will serve as the designated Substance Abuse Professional during the first six months. A Union committee will be afforded the opportunity to meet with the designated SAP from OES. The Union and City will mutually select a SAP.

J. St. Rose Industrial Medical Clinic will be the collection site and PharmChem Laboratories will be the testing facility for the first six months. The Union will have the right to provide input into the decision to continue St. Rose and/or PharmChem after six months.

K. Any employee taking a prescription medication that may impair the ability to safely perform assigned duties (including medications marked with a warning such as "may cause drowsiness", "use caution when operating a motor vehicle or machinery", etc.) shall immediately notify their supervisor that they are taking such a medication, but are not required to reveal the specific medication or purpose. The employee shall contact the Medical Review Officer directly to receive clearance to perform usual duties with medication.

L. An employee who is not on standby duty and is called in to work in an emergency shall notify the supervisor if the employee believes that he or she is not in a state of sobriety for the purpose of driving a commercial vehicle. If sufficiently fit, the employee may be called in for emergency duty and not assigned to drive a commercial vehicle. There will be no penalty to the employee for providing such notice.

M. The terms of this Agreement shall be subject to the grievance procedure. Either the Union or the City may re-open any portion of this agreement after one year.

16.20 Court Referrals/Welfare Program

If the City participates in such programs, the City will meet and confer with the Union first to discuss the impact on the membership. Under no circumstance will program participants be used to replace City bargaining unit employees.

16.21 Temporary Positions/Employment Agencies

Persons retained from employment agencies to fill vacant positions normally occupied by members of this bargaining unit will be subject to the same six (6) month limitation as temporary employees hired by the City to fill such positions. If the Union has reason to believe that the six (6) month limitation on temporary employment is not being observed, the City will furnish to the Union upon request a list of persons serving in temporary positions and the dates upon which they commenced employment.

16.22 Light Duty Assignments

In the event the City desires to modify Administrative Rule 7.15, Light Duty Work Assignments, the City will discuss changes with the Union.

16.23 Class A/B Driver's Licenses

The City agrees to continue the practice of paying for medical examinations required to secure a job-required Class A or B driver's license, and will continue to pay any fees above those fees imposed for a regular (Class C) driver's license.

17.00 SEPARABILITY OF PROVISIONS

17.01 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 Under-standing.

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. In the event the parties are unable to agree upon substitute provisions the dispute may at the request of either the City or the Union be referred to arbitration for settlement pursuant to the provisions of Section 15.03 hereof; but the power of the arbitrator shall be restricted and limited to determining a substitute provision to provide for the same specific objective and purpose of the provision rendered or declared illegal.

APPENDIX A

Classification Title	Hourly Salary Range A	B	C	D	E	Job Code
AIRPORT ATTENDANT	20.64	21.55	22.34	23.32	24.48	301
AIRPORT MAINTENANCEWORKER	27.57	28.58	29.70	30.94	32.21	303
BACKFLOW/CROSS CONNECTION TESTER	24.77	25.95	27.16	28.48	29.85	370
CROSS CONNECTION CONTROL SPECIALIST	29.47	30.49	31.69	33.00	34.31	376
ELECTRICIAN I	35.59	37.06	38.53	40.15	41.77	328
ELECTRICIAN II	39.14	40.70	42.30	44.09	45.92	329
EQUIPMENT MECHANIC I	26.85	28.20	29.63	31.10	32.62	310
EQUIPMENT MECHANIC II	29.49	30.87	32.43	34.13	35.82	312
EQUIPMENT OPERATOR	28.39	29.43	30.60	31.84	33.13	361
EQUIPMENT PARTS STOREKEEPER	24.78	26.09	27.35	28.72	30.17	307
EQUIPMENT SERVICE ATTENDANT	22.86	23.76	24.75	25.58	26.57	308
FACILITIES CARPENTER I	28.94	30.14	31.38	32.65	34.01	326
FACILITIES CARPENTER II	31.82	33.08	34.47	35.89	37.39	327
FACILITIES LEADWORKER	43.30	45.02	46.78	48.71	50.79	300
FACILITIES PAINTER I	29.07	30.24	31.47	32.79	34.08	324
FACILITIES PAINTER II	31.95	33.25	34.55	35.98	37.48	330
FACILITIES SERVICEWORKER I	21.42	22.20	23.08	24.03	24.88	318
FACILITIES SERVICEWORKER II	23.51	24.45	25.45	26.34	27.39	320
GROUNDSKEEPER I	25.81	26.84	27.97	28.93	30.08	338
GROUNDSKEEPER II	28.42	29.55	30.76	31.84	33.07	342
GROUNDSKEEPER III	32.41	33.72	35.08	36.56	37.99	343
LABORER	22.72	23.56	24.50	25.50	26.42	336
MAINTENANCE LEADER	29.00	30.13	31.38	32.48	33.73	360
MAINTENANCE WORKER	26.33	27.39	28.53	29.50	30.68	357
OPERATOR-IN-TRAINING	28.84	29.99	31.24	32.30	33.56	347
SENIOR AIRPORT MAINTENANCE WORKER	30.35	31.47	32.72	34.06	35.43	302
SENIOR EQUIPMENT MECHANIC	35.03	36.78	38.62	40.55	42.58	305
SENIOR MAINTENANCE LEADER	33.03	34.35	35.73	37.25	38.71	367
SENIOR SWEEPER EQUIPMENT OPERATOR	28.57	30.00	31.50	33.07	43.36	306
SENIOR UTILITY CUSTOMER SERVICE LEADER	33.63	34.98	36.37	37.91	39.42	378
SENIOR UTILITY LEADER	35.35	36.77	38.23	39.88	41.46	377
SENIOR UTILITY SERVICE REPRESENTATIVE	32.19	33.79	35.40	37.21	39.03	373
STOREKEEPER - EXPEDITER	25.86	26.93	27.94	29.01	30.13	371
STOREKEEPER - EXPEDITER	25.86	26.93	27.94	29.01	30.13	371
SWEEPER EQUIPMENT OPERATOR	27.09	28.00	29.12	30.36	31.56	362
TREE TRIMMER	29.16	30.32	31.55	32.67	33.95	340
UTILITIES MAINTENANCE MECHANIC	32.39	33.64	34.96	36.37	37.84	325
UTILITIES SERVICE WORKER	28.24	29.36	30.57	31.64	32.87	368

Classification Title	Hourly Salary Range A	B	C	D	E	Job Class
UTILITY LEADER	31.06	32.30	33.64	34.82	36.16	374
UTILITY WORKER	28.24	29.36	30.57	31.64	32.87	372
WATER METER MECHANIC	28.64	29.74	30.97	32.24	33.53	375
WATER METER READER	25.60	26.61	27.70	28.71	29.85	369
WPCF LEAD OPERATOR	34.66	36.04	37.46	38.94	40.51	351
WPCF OPERATOR	31.51	32.77	34.08	35.41	36.84	350

APPENDIX B

Title	Date Signed	Final Disposition
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall, 2009-10	5/19/2009	Expired
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall, 2010-11	6/23/2010	Expired
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall, 2011-12	5/6/2011	Expired
Adjustments to Deferred Compensation Benefit for Affected Bargaining Units to Address Remaining City Revenue Shortfall for FY 2009	5/19/2009	Expired
Side Letter of Agreement, Allows Establishment of a Catastrophic Injury/Illness Time Bank for Employees Who Have a Dependent with a Severe and Disabling Illness/Injury and Limits Duration of Usage of Catastrophic Injury/Illness Leave	6/23/2010	Incorporated in City's Best Offer
Side Letter of Agreement, Adding a Provision to Provide up to a 5% Savings for FY 2011-2012 from the Bargaining Unit; Amending Salary Survey Provision; Providing a Provision to Adjust Salaries in 2012 Based on the Consumer Price Index with a Minimum and Maximum and Providing an Adjustment if the City is in a State of Economic Recovery; Amends Provision Related to Vacation Caps; and Extends MOU Contract Period to April 30, 2013	6/23/2010	Expired. Vacation section incorporated in City's Best Offer
Side Letter of Agreement, Amends Provisions for Salary Increases, Employee PERS Contributions, Deferred Compensation, VEBA, and Vacation Leave	4/17/2012	Incorporated in City's Best Offer
Side Letter of Agreement, Post Retirement Medical Benefit - Voluntary Employee Beneficiary Association (VEBA) Plan for Bargaining Unit Members	12/18/2008	Expired
Side Letter of Agreement, Voluntary Employee Beneficiary Association (VEBA) Plan	4/6/2012	Standalone Agreement
Side Letter of Agreement, Airport Pilot Program	8/14/2009	Expired
Side Letter of Agreement, Flextime Schedule	2/13/2008	Incorporated in City's Best Offer

Title	Date Signed	Final Disposition
Side Letter of Agreement, Equipment Mechanic Position	2/13/2008	City Completed as Agreed
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall	12/10/2008	Expired
Side Letter of Agreement, Subcontracting	6/5/2000	Deleted
Side Letter of Agreement, Overtime Allocation	2/13/2008	Expired

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City of Hayward's Best Offer for Wages, Hours, Terms and Working Conditions

SEIU LOCAL 1021

MAINTENANCE AND OPERATIONS UNIT

Content of this document was presented to SEIU Local 1021 for purposes of negotiating a Memorandum of Understanding ("MOU") and therefore, the document makes references to the MOU throughout. The City is not imposing a MOU.

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1.00 – RECOGNITION, DISCRIMINATION AND UNION ACTIVITIESRELATED

1.01 Recognition

Effective 2007, SEIU restructured its local union affiliates and SEIU Local 790 merged into SEIU Local 1021. The City has recognized Local 1021as the majority representative for this Maintenance and Operations Unit of employees. The Union has agreed to indemnify the City in the event of claims arising against the City as a result of City recognition of Local 1021. During the term of this Memorandum of Understanding, SEIU agrees to indemnify, defend and hold the City of Hayward and its agents harmless against any claims made of any nature and against any suit instituted against the City of Hayward arising from this agreement and/or the City's recognition of Local 1021. The City agrees that, prior to retaining private counsel, the City will consult with the local union's counsel about (1) whether the City can be defended by union's counsel, (2) whether proposed private counsel has a conflict of interest with the local union or its predecessor, and (3) the costs of retaining the proposed private counsel.

The City therefore recognizes the employee classifications subject to this Memorandum of Understanding and represented byUnion, SEIU Local 1021, formerly SEIU Local 790, as being comprised of the classifications listed in Appendix A of the Memorandum of Understanding and any other the majority representative for the Maintenance and Operations Unit of employees consisting of the following classifications of employment as well as any new classifications which may hereafter be assigned to this representation unit by the City Manager or designee in accordance with the provisions of the City of Hayward Personnel Rules governing unit determination and modification. .

1.02 Personnel Board Agendas

Prior to placement on a Personnel CommissionBoard Agenda, the City will notify the Union of any proposed title change, or creation, modification or deletion of a classification assigned to the Maintenance and Operations representation unit.

1.03 Union Security

Airport Maintenance Leader

Airport Attendant

Airport Maintenance Worker

~~Auditorium Leadworker~~

~~Backflow/Cross Connection~~

~~Tester~~

~~Cross Connection Control Specialist~~

~~Equipment Mechanic I~~

~~Equipment Mechanic II~~

~~Equipment Operator~~

~~Equipment Parts Storekeeper~~

~~Equipment Service Attendant~~

~~Facilities Carpenter I~~

~~Facilities Carpenter II~~

~~Electrician I~~

~~Electrician II~~

~~Facilities Leadworker~~

~~Facilities Painter I~~

~~Facilities Painter II~~

~~Facilities Service Worker I~~

~~Facilities Service Worker II~~

~~Groundskeeper I~~

~~Groundskeeper II~~

~~Groundskeeper III~~

~~Laborer~~

~~Maintenance Leader~~

~~Maintenance Worker~~

~~Operator-in-Training~~

~~Senior Maintenance Leader~~

~~Senior Utility Customer Service Leader~~

~~Senior Utilities Maintenance Mechanic~~

~~Senior Utility Leader~~

~~Senior Utility Service Representative~~

~~Storekeeper-Expediter~~

~~Sweeper Equipment Operator~~

~~Tree Trimmer~~

~~Utilities Maintenance Mechanic~~

~~Utilities Service Worker~~

~~Utility Leader~~

~~Utility Worker~~

~~Water Meter Mechanic~~

~~Water Meter Reader~~

~~Water Pollution Control Facility Lead Operator~~

~~Water Pollution Control Facility Operator~~

~~Water Pollution Control Facility Senior Operator~~

~~1.02 Personnel Board Agendas (new 1.02 section from Side Letter dated 10/6/1995)~~

~~Prior to placement on a Personnel Board Agenda, the City will continue to notify the Union of any proposed title change, or creation, modification, or deletion of a classification assigned to the Maintenance and Operations representation unit.~~

1.03 Union SecurityDues Deduction and Service Fees Payment

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 on file with the City a currently effective payroll deduction authorization for this purpose or who shall hereafter voluntarily execute and deliver to the City the payroll deduction authorization provided by the union and approved by the City for this purpose.

B. Agency Shop

The parties hereto recognize that membership in the Union is not compulsory, that 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.

Therefore:

a. Any employee who is not a member of the Union shall, either become and remain a member in good standing in the Union; 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. As an exception to the foregoing, any employee who on September 1, 1982 is not a member of the Union and who has a personal or moral objection to joining or financially supporting public employee organizations shall, not later than 10/15/82, execute a payroll deduction authorization 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 provided above to one of the following: Emergency Shelter Program, Boys and Girls Club of Hayward, and Human Outreach Agency. If an employee who is paying a monthly service fee to any of the charitable organizations listed above requests the Union to use on the employee's behalf the grievance arbitration procedure contained in this Memorandum of Understanding, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

b. b. Any new employee shall, within thirty (30) calendar days of his or /her employment either become a member in good standing in the Union 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, pay to the Union a monthly service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union. Any employee who is a

~~member of the Union on September 1, 1982 and who subsequently withdraws from membership in the Union shall execute a payroll deduction authorization form and thereby pay to the Union a monthly service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union.~~

As an exception to the foregoing, an employee who certifies he or ~~/~~she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee 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 provided above to one of the following: Emergency Shelter Program, Boys and Girls Club of Hayward, and Human Outreach Agency.

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 Executive Secretary of Service Employees International Union, Local 1021 shall notify the Director of Finance in writing as to the amount of such initiation fees and monthly 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 Executive Secretary of the Union as a person authorized to receive such funds at the address specified.

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

The City shall furnish the Union, on a monthly basis, the name, date of hire, salary classification and work location of all newly hired employees subject to this Agreement, along with verification of monthly transmittals to any charitable organizations.

D. Indemnification

The Union shall indemnify, defend, and hold~~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. The City may select and utilize attorneys of its choice at Union expense concerning any matter arising under this Section.

~~The City shall furnish the Union, on a monthly basis, the name, date of hire, salary classification and work location of all newly hired employees subject to this Agreement, along with verification of monthly transmittals to any charitable organizations.~~

1.0~~43~~4 COPE Deduction

Upon receipt of the appropriate form generated by the Union, the City shall deduct designated amounts to be contributed to the Union's political action committee (COPE) through payroll deduction.

~~1.05 No Discrimination~~

~~To the extent prohibited by applicable state and federal law there shall be no discrimination because of race, religious creed, color, national origin, sex, age, disability status 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. The Union agrees not to discriminate against, or take punitive action against, any employee who, in the course of his/ her job assignment is required to direct the work and/or provide input into the performance evaluation.~~

1.05~~4~~ Communicating with Employees

The Union shall be allowed to use designated portions of bulletin boards, electronic media or display areas in public sections of City buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed related to official organizational business, such as times and places of meetings and further provide that the Union appropriately posts and removes the information.

1.06~~5~~ Use of City Buildings~~6~~

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of City employees when:

1. Such space is available and its use by the Union is scheduled at least twenty-four (24) hours in advance;
2. Such us of the available space does not interfere with normal City operations;
3. The meetings are on matters within the scope of representation.

1.07~~6~~ Management Rights

The City's exclusive rights which are not subject to meet and confer include, but are not limited to:

1. Determine the City's mission and that of its constituent departments.
2. Set standards and level of service.
3. Determine the procedures and standards for hiring of employees.
4. Determine the procedures and standards for promotion of employees.
5. Direct employees and assign work on a day-to-day basis.
6. Establish and enforce uniform, dress and grooming standards.
7. Determine the methods and means to relieve employees from duty when work is not available or for other lawful reason.
8. Create efficiency in City operations.
9. Determine the means and methods to be used to achieve standards and levels of service.
10. Determine the numbers, skill-types and organization of the City's workforce.
11. Determine job classifications and descriptions.
12. Determine means and methods to finance City operations.
13. Determine facilities, technology and equipment used by the City.
14. Contract for any service or work needed by the City to the extent allowed by law.
15. Schedule employees and work.
16. Establish performance standards, evaluations and improvement plans.
17. Discharge and discipline employees.
18. Take all lawful necessary actions to fulfill its mission during an emergency.

1.08~~7~~ Severance Pay

The parties recognize that the City may sub-contract work performed by employees in the representation unit for reason of economy and/or efficiency. The City will notify the Union in writing at least ~~sixty (60)~~thirty (30) days before subcontracting work if such subcontracting will result in the layoff or bumping of employees. In the event employees are placed on layoff as a direct result of the City's subcontracting such

work, said employees shall be entitled to severance pay in accordance with the following conditions:

A. Employees in regular and probationary status whose jobs are abolished as a result of sub-contracting shall have the right to bump pursuant to the provisions of Section 3.001 C of this Memorandum of Understanding. Those employees who are ultimately placed on layoff as a result of such bumping activity and/or those employees who are directly placed on layoff as a result of the abolition of their positions because of sub-contracting of work may elect to receive severance pay in lieu of the rights of return to which they would otherwise be entitled by reason of the provisions of Section 3.062 of this Memorandum of Understanding. Such option must be exercised no earlier than thirty (30) consecutive days, nor later than ninety (90) consecutive days, following the effective date of layoff. If the option is not exercised within this time period the employee shall forego his or her entitlement to severance pay. Additionally, no entitlement to severance pay shall exist if an employee on layoff is recalled to work prior to exercising the option for severance pay.

B. Severance pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time of layoff and shall be paid in accordance with the following schedule:

1. 1. 40 hours pay for employees who have completed one or more, but less than five (5) continuous years of service with the City.

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2. 2. 80 hours pay for employees who have completed five (5) or more, but less than eight (8) years of continuous service with the City.

3. 120 hours of pay for employees who have completed eight (8) or more, but less than twelve (12) continuous years with the City.

3. 120 hours of pay for employees who have completed eight (8) or more, but less than twelve (12) continuous years with the City.

4. 160 hours of pay for those employees who have completed twelve (12) or more years of continuous service with the City.

Severance pay provided herein shall be paid in a lump sum, and shall not be counted as time worked for the purpose of qualifying for employment benefits otherwise provided employees in an active employment status.

C. Notwithstanding the provisions of Section 1.05 B087 A above, the City, in its sole discretion, may elect to recall selected employees who have received severance pay and who have otherwise forfeited rights of return. An employee so recalled as the result of the City exercising this right shall be returned to the employment status and salary step held in the position occupied at the time of layoff or, in the event such employee is recalled to a lower classification previously held, he/she shall receive the same salary step and employment status as if employee had bumped into that classification. Additionally, original dates of hire in all

classifications in which the employee has previously served may be restored. If such employee is subsequently laid off pursuant to the provisions of Section 3.01 employee shall not be entitled to the election provided in Section 1.~~05~~ 08 B. The City may not exercise the rights provided in this section 1.~~05~~ 08 C until re-employment lists for the classifications involved have either been exhausted or have expired.

2.00 PROBATIONARY PERIOD

2.01 Appointments Subject to Probationary Period

All employees who are identified in Appendix A as being members of the ~~appointments to positions in the~~ classified service shall be subject to a probationary period as provided in this Section. The probationary ~~regular~~ period ~~of probation~~ shall be regarded as part of the section process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his or her position.

2.02 New Hire Probationary Period

All appointments (other than temporary and provisional appointments) to full-time positions in the classified service and appointments to part-time positions regularly scheduled to work twenty (20) or more hours per week shall be subject to a probationary period. The regular period of probation shall be twelve (12) ~~six (6)~~ months. In the event there is a certification required for the position, the probationary~~, but longer~~ period~~s~~ may be extended by the same time period as the time period established in the applicable job description to obtain the certification.

2.03 Promotional Probationary Period

All employees promoted to a higher position through either a competitive recruitment process or reclassification shall be subject to a probationary period. The regular period of probation shall be six (6) months. In the event there is a certification required for the position, the probationary period may be extended by the same time period as the time period established in the applicable job description to obtain the certification.

An employee promoted to a higher position, who at the time of promotion, is serving in such position in acting or provisional status may have up to six~~e~~ (6) months of consecutive time served in acting or provisional capacity credited towards satisfaction of the probationary period for the promotional position. Actual time credited shall be determined by the City Manager or designee. ~~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.~~

2.04~~32~~ Release of Probationer

~~All probationary employees shall be evaluated at regular intervals during their probationary period.~~ During the probationary period an employee in the classified service 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 to the probationer. Persons employed in a part-time positions scheduled for less than twenty (20) hours per week are excluded from the classified service and may be released at any time without right of appeal. However, an employee may make a record for inclusion in the employee's personnel file of the employee's reason, if any, for objecting to being released from probation.

2.0543 Release Following Promotion

Any employee in the classified service may be released during the probationary period following promotion to another position in the classified service. The employee released shall be reinstated to his or her~~at the former salary step to his/her~~ former position ~~or a position~~ in the class from which he or she was promoted unless the reason for release is cause for dismissal. The employee will be reinstated to the salary step held before the promotion. If no vacancy exists in this former class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he or she has satisfactorily served. If a~~A~~ny~~ny~~ employee ~~caused to be~~is released by such action the employee shall be placed on a reemployment register for the classification from which the employee was released.

Release from probation is not appealable except as stated below. First, an employee may make a record for inclusion in the employee's personnel file of the employee's reason, if any, for objecting to being released from probation. Second, any employee who is released during a promotional probationary period, whose release is cause for dismissal, shall retain appeal rights to dismissal from City employment, but not the right to appeal his or her release from the position from which the employee was demoted.

In the event that:

- An employee is involuntarily reclassified to a higher position in this unit;

a.

- The employee's prior job classification is eliminated by the City;

b.

- The employee is unable to bump to another previously held City classification as provided for in Section ~~xx~~3.00, and;

c.

d. The employee fails the probationary period for the reclassified higher position.

Then, the employee shall have for cause appeal rights under Section ~~xxxxx~~15.04.

2.06 Effect of Leaves on Probationary Period

Periods of time on paid or unpaid leave of two (2) weeks or more shall automatically extend the probationary period of any employee on probation. The length of the extension shall be equal to the length of the individual's placement on paid or unpaid leave.

~~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.~~

2.074 Effective Date of Regular Status

Upon attaining regular status as a full-time employee or as a regular part-time employee, the effective date shall revert to the date of initial probationary appointment.

3.00 LAYOFFS

3.01 Layoffs

Whenever in the sole discretion of the City, one or more positions are to be eliminated for reasons of ~~there is a~~ lack of work or a lack of funds, reorganization, or other reasons of economy, efficiency or lack of need an employee filling such a position may be laid off of demoted. The departments and classifications subject to layoff shall be determined by the City Manager or designee.

3.02 Order or Layoff

~~requiring reduction in personnel in a department or division of the City government, the required layoffs shall be made in such job classifications(s) set forth in the Classification Plan of the City of Hayward as the Department Head may designate in accordance with the following procedures. Vacant positions which are affected by proposed staff reductions will not be filled prior to the implementation of layoff activity.~~

~~A. Order of Layoff~~

Employees shall be laid off in inverse order of their length of seniority. Seniority is determined based upon date of hire in the classification and higher classifications in the department affected by the layoff. A layoff out of the inverse order of seniority may be made if, in the City's judgment, retention of special job skills are required. Within each classification in the department affected by the layoff, employees will be laid off in the following order, unless special skills are required: temporary, provisional, probationary, and regular.

In cases where there are two (2) or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has

been on file at least sixty (60) days and no more than twelve (12) months prior to layoff, as follows:

First, all employees who have ratings Needs Improvement; second, all employees who have ratings of Meets Standards; third, all employees having ratings of Exceeds Standards.

3.03 ~~B.~~ Seniority

In a reduction of force(s), the employee with the shortest length of service in the classification in the department affected by the layoff shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee rehired, provided, however, that the employee retained or rehired is capable, in the estimation of the City Manager or designee, of performing the work required.

The following will be included in computing an employee's length of service for purposes of determining seniority:

1. Time worked in a permanent or probationary status;

2. Time spent on an authorized paid leave; and

The following days will be not included in computing an employee's length of service for purposes of determining seniority:

Time worked in an extra-help, provisional, temporary or seasonal status;

1.

Times spent on an unpaid leave of absence;

2.

Time spent on a suspension; and

3.

4. Time spend on a layoff.

3.04~~2~~ Notice of Layoff

Fourteen (14) calendar days prior to the effective date of the layoff of an employee, the City Manager or designee shall notify the employee of the layoff. Notice can be provided either by certified of registered mail, return receipt requested, or by personal service. If the notice is provided by mail, the fourteen (14) day notice period runs from the date of post-mark, not when the employee signs the return receipt. A copy of any layoff notice shall be placed in the employee's personnel file.

Prior to employees receiving notice under this Section 3.04~~2~~, the Human Resources Director shall furnish to affected employees and the Union, upon request, the 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. ~~rvice 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 thirty-six (36) 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 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 employee 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. Any temporary hire, assigned to a budgeted position in a class where layoffs are required, will be laid off prior to the layoff of a regular or probationary employee in that class.~~

~~Furthermore, the City will request laid off employees to complete a form indicating those City jobs for which they are qualified and which they are willing to perform. When temporary assignments become available in positions indicated, Department Heads and managers will evaluate the employees' qualifications for the job and hire into temporary assignments those individuals deemed suitable. If during a period of such temporary employment a vacancy occurs in which an employee has rights of recall, the provisions of Section 3.01 and 3.02 of the MOU will apply.~~

~~C. As an alternative to layoff, an employee with regular, probationary or part-time status who is displaced from his or 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 employee has previously served in a regular, probationary or part-time status and where the 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 previously served and where the 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 he/she 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 classification(s) 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 he or she 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 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 which the employee previously held.~~

~~5. An employee who is bumped into a lower class previously held shall have the choice to bump into a position in his/her current division held by a less senior employee or bump into a vacant position in the same classification elsewhere in the City.~~

~~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 if possible. The City shall attempt, in so far as is possible, to accomplish any contemplated reduction in personnel by attrition rather than by layoff.~~

~~When an employee slated for layoff possesses the qualifications for another class in which there exists an opening and for which there is no eligible list, the City will consider the provisional appointment of the employee to the alternate position pending completion of a recruitment and testing process. An employee provisionally appointed under this provision may compete with other applicants for that position.~~

~~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.~~

~~Employees laid off shall be placed on a reemployment register for the period of two years for the classification held at time of layoff.~~

3.05~~3~~ Employee Options

A regular employee who has been notified that he or she will be laid off from his or her current position shall have the following options:

1. Displacing a City employee with less service in a parallel or lower classification in the department affected by the layoff in which the employee held prior permanent or probationary status (“bumping”). For purposes of this section, ”parallel” shall mean a classification in which the current wage range is equal to or no more than two and a half percent (2.5%) higher than the wage range of the classification from which the employee is laid off. If an employee has not held status in a parallel or lower classicization in the department, then no displacement rights accrue to that individual. All employees must exercise displacement rights within five (5) working days after notice of a layoff is provided, by written notice to the Human Resources Director. If this choice is not exercised within the specified time, it is automatically forfeited. The employee exercising the displacement privilege will displace employees in lower classifications in the inverse order of seniority. Employees who displace other employees will be paid at the rate for the lower classification.
2. If an employee has not held status in a lower classification in the department, or if such lower classification is occupied by a more senior employee, the employee shall be entitled to fill a vacant position in the classification held at the time of layoff in another City department. If there is not vacancy in the classification in another

City department, then the employee may be eligible to fill a vacant position in another City classification, provided he or she possesses the necessary skills and fitness for that position as determined by the City Manager or designee. An employee who is transferred to a vacant position will be paid at the rate of pay for that position. Any employee who does not accept a transfer within five (5) working days after a Notice of Transfer is given, will have automatically forfeited the ability to transfer.

3. Accepting layoff.

3.06~~2~~ Rights of Return Following a Layoff

~~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 the address of record on file in the Human Resources Department to indicate acceptance of such return and his/her 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 the 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.~~

~~C.~~ Employees who are displaced from their classification by virtue of layoff shall be placed on a reemployment list as specified:

1. The reemployment eligible list for the position in the department from which the employee was laid off ("primary register").

2. The reemployment eligible list for any parallel or lower classification in the department from which the employee was laid off ("secondary register").

Each re-employment eligible list shall consist of the names of employee and former employees having probationary or permanent status in the position for which the list was created and who were laid off. The rank order on such list shall be determined by relative seniority calculated pursuant to Section 3.03~~1~~. Such list shall take precedent over all other eligible lists in making appointment~~s~~ to the position for which the list applies.

As position vacancies occur, employees on layoff and those occupying positions to which they have bumped shall be afforded return rights based on the order in which their names appear on the reemployment eligible list for the position. An employee's name shall remain on the list for a period of one (1) year, unless such person is sooner re-employed or removed from the list as provided in this s~~S~~ection.

~~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 or 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 the primary register classification employee will be considered to have voluntarily resigned employment with the City.~~

~~D. Primary and secondary reemployment registers shall be valid for a period of two years.~~

4.00 WORK SCHEDULES - OVERTIME

4.01 Work Schedules~~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 12:00~~1~~ a.m. on ~~the~~ Monday and end at 11:59 p.m. on Sunday, except that t~~preceding each bi-weekly pay period. T~~he 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.

The City reserves the right to implement business closures during the calendar week in which the Thanksgiving holiday is observed and on those days between the City's observance of Christmas and New Year's Day. If the City exercises the right to implement business closures during these times, employees will be permitted to use available accrued vacation and/~~and/~~or compensatory time off, and/or work with their supervisor's permission. Employees who do not have sufficient leave balances for the entire period will be in an unpaid status. No leave balances will be advanced.

~~4.02 Attendance~~

~~Employees shall be in attendance at work in accordance with applicable provisions of this Agreement.~~

4.02~~3~~ Overtime Work

Employees eligible to receive overtime compensation, as determined under the provisions of the Fair Labor Standards Act, shall receive overtime for ~~Any w~~work performed~~required~~ in excess of forty (40) hours per ~~the normal work day or work~~ week. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of determining if an employee is entitle to receive overtime compensation. ~~classed as overtime work.~~ Overtime work shall be recognized only when directly ordered or required by the D~~d~~epartment Director~~head~~ or a designated representative~~the City Manager~~. No employee may work overtime without receiving the approval of the appropriate supervisor prior to performing the work. Working overtime without

advance approval is grounds for discipline. ~~The City may require employees to work more than the normal scheduled work shift each day or more than forty (40) hours per week, and also work outside the employees' scheduled work day or work week. Any work required by part-time employees in excess of forty (40) hours per work week shall be classed as overtime work.~~

4.0~~3~~4 Compensation for Overtime Work

Overtime work shall be compensated ~~when directly ordered by the department head shall be compensated by pay~~ at the rate of time-and-one-half (1.5) the~~of~~ regular rate of pay. An employee may opt to accrue compensatory time off in lieu of cash payment for overtime worked. The accrual rate of compensatory time shall ~~the straight time rate, or time off with pay at th~~be~~e rate of time~~ one ~~-~~and ~~-~~one ~~-~~half (1.5) hours for every hour of overtime worked. ~~the straight time rate.~~

At any time, employees, in their sole discretion, ~~During a calendar year, employees~~ may~~, at their sole discretion,~~ accumulate up to a maximum of one hundred ~~twenty~~ (10~~2~~0) hours of compensatory time maintained on a continuous per pay period basis. Thereafter, the City will compensate employees with overtime pay for all hours of overtime worked beyond the one hundred (100) hour limit. ~~; provided however, that by the end of the pay period which includes December 31, the maximum accumulation of compensatory time shall not exceed eighty (80) hours. Thereafter, the City may elect to compensate employees with overtime pay or compensatory time off for all hours of overtime worked.~~

Employees may request, and subject to approval of the D~~d~~epartment Director ~~head~~ or his or ~~/~~her designee, use of compensatory time off up to the maximum allowable pursuant to this section. ~~In the event a department head schedules use of compensatory time off by an employee, a 24 hours notice shall be provided.~~

~~As an exception to the foregoing, if the City Manager ascertains that the City's revenue position for all or a portion of the fiscal year does not permit compensation with pay, the City may elect to compensate overtime work with compensatory time off rather than with pay. Under said conditions the City Manager may elect to compensate some overtime work with pay if in his/her judgment special circumstances exist. Prior to taking such action the City will meet with the Union and advise it as to the reasons therefore. As soon thereafter as the City Manager determines that the City's revenue position permits, the City will return to its policy of compensating overtime work with pay. If, in the City Manager's judgment, the City's revenue position permits, the City Manager may also convert to pay all or a portion of compensatory time off accumulated under these conditions.~~

~~During such periods of financial limitation there shall be no limit on the accrual of compensatory time and such compensatory time shall be used when requested by the employee and approved by the department head.~~

4.04~~5~~ Overtime – Minimum Rest Period

An employee assigned to a ten (10) hour per day schedule who works a full shift and is asked to then work an additional six (6) hours in the twenty-four hour period commencing with the start of said scheduled shift shall be guaranteed eight (8) consecutive hours off the job before being permitted to commence work again. An employee assigned to an eight (8) hour per day schedule who works their regular scheduled full shift and is asked without being given 24 ~~hours notice~~hours~~'~~ notice, to work an additional eight (8) hours in the twenty-four hour period commencing with the start of said shift, shall be guaranteed eight (8) consecutive hours off the job before being permitted to commence work again. The preceding does not apply during a declared state of emergency in which case the guarantee shall be five (5) hours. Said employee shall be paid at the regular straight time hourly rate of pay as listed in Section 9.~~01~~ 01 of this Memorandum of Understanding for any of the guaranteed hours off which fall within his or her next scheduled work shift.

The provision of this section shall not apply in the case of scheduled shift changes, if a 24-hour notice is provided, or in disaster situations so declared by proper authority.

4.05~~6~~ Call-Back Pay

An employee who has completed his or ~~/~~her regular shift, and has been released for the day, who is then called back to work shall be paid at the applicable overtime rate for a minimum of two (2) hours. An employee on standby who is called out during such time is excluded from the application of this provision.

4.06~~7~~ Meal Periods and Rest Periods

Full-time e~~E~~mployees shall be assigned to receive a one-half (1/2) hour unpaid meal period each day within a two (2) hour period at the midpoint of each shift, and a ~~fifteen (~~15~~)~~ minute paid rest period during the first half of the work shift, and another ~~fifteen (~~15~~)~~ minute paid rest period during the second half of the work shift.

In the event an employee does not receive a meal period or rest period he or she shall be compensated at the overtime rate for said meal or rest period, or shall be permitted equivalent time off the same day. The City shall make reasonable effort to insure that employees' meal periods are uninterrupted.

4.07~~8~~ Distribution of Overtime

Work outside of the scheduled work day and work week shall be assigned to employees on an equitable and even basis in so far as reasonably possible among those employees who are employed in the classifications in the departments in which the overtime work occurs, and who are qualified and available for such work. Employees with the most seniority within said classifications shall be assured the first opportunity for overtime on a rotating basis in equalizing overtime. Employees who are successfully contacted and states that they are not available for work shall be

deemed to have worked the same number of hours as the employee performing the assignment.

~~4.09 Overtime Regulations~~

~~The present ordinances, resolutions, Administrative Rules and Personnel Rules pertaining to overtime compensation and compensatory time off shall be continued without change during the fiscal year except as provided in this Memorandum of Understanding.~~

~~4.10~~ 4.08 Alternate Work Schedules~~Week~~

~~A.~~ In departments where interest regarding alternate work schedule adjustments has been expressed by either management or employees, appropriate management personnel will meet with steward and interested employees to determine whether or not the proposed work schedule will have an adverse impact on service to residents (i.e. phone coverage, front counter coverage, etc.)

A.

~~B.~~ If a positive finding is made, the proposed work schedule shall be attempted on a trial basis for a period up to six (6) months.

B.

~~C.~~ Should the City determine during the trial period that the work schedule adversely affects customer service, the City will have the right to terminate the trial period and revert to the original work schedule.

C.

~~D.~~ At the conclusion of the trial period, management and employees involved will jointly evaluate whether any adverse impact has been identified.

D.

~~E.~~ In the event the City wishes to terminate the adjusted work schedule under review, the Union will be given thirty (30) ~~days notice~~days' notice and given the opportunity to provide feedback.

E.

~~F.~~ The Department Director~~Head~~, upon consideration of the results of the trial period and following the meeting with the union, will decide whether to terminate or continue the adjusted work schedule.

F.

It is the understanding that the provisions of the item are not subject to the grievance procedure in the Memorandum of Understanding.

G.

H. H. The City may schedule a department, division, bureau or any other group of employees to work a 10 hour work shift on four days in each work week, i.e., a "4-10 work schedule." The establishment of such a 4-10 work schedule shall normally coincide with the period of time in which daylight savings time is in effect, but the decision to establish and/or discontinue a 4-10 work schedule shall be within the sole discretion of the Ddepartment Directorhead who shall take into account productivity and operating requirements. Such decisions shall be communicated to affected employees as far in advance of the effective date as possible. In the event a holiday(s) will be observed by the City while a 4-10 schedule is in effect, the work schedule for affected employees will automatically revert to a 5-8 schedule during the week(s) in which such holiday(s) occur.

4.09 Change in Work Schedules

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

4.101 Treatment Plant Shift Bidding and Rotation Procedures

Lead Operators will first fill Lead Operator slots by bid and classification seniority. A Lead Operator who bids on a Plant Operator slot shall first have his or /her classification seniority considered during the bidding process. However, in no instance shall a Lead Operator with less classification seniority than a Plant Operator be able to outbid a Plant Operator. Hence, classification seniority shall be the deciding factor when bidding on Plant Operator slots. The shift bidding procedure is as follows:

a) In mid-June and mid-December of every year shift bid forms will be distributed to all operations employees.

a.

b) Operators will submit bid forms by June 30 and December 31.

b.

c) On or about January 1 and July 1 the new schedule will be posted.

c.

d. d) Assignment resulting from the shift bidding shall be effective the first complete pay period in February and August of each year.

Employees scheduled to work a week-end 12-hour shift will be charged hour-for-hour for time off when taking sick leave, vacation, compensatory time off, or other paid leave. Employees on 12-hour shifts will earn shift differential in accordance with the overtime provisions of the MOU as follows:

Day Shift	0700 – 1500	no differential
	1500 – 1900	swing shift differential
Night Shift	1900 – 2300	swing shift differential
	2300 – 0700	grave shift differential

4.112 Overtime at the Water Pollution Control Facility

Overtime at the Water Pollution Control Facility will continue to be assigned as follows:

a. Ala) All union members who are operators shall be assigned to the overtime list provided they hold current certifications and have been checked off on current plant procedures. It is the responsibility of the employee to ensure that the overtime list has their current telephone number.

b. Overtime will be offered to employees within the classification first.

.

c. b) New employees on the overtime list shall be credited with the number of overtime hours equal to the maximum number of hours of any employee on the list.

For the purpose of this section, at 11:59 p.m. on December 31st of each year, the list will be cleared and all employee's hours will be reverted to zero.

e. c) Employees who are on vacation, sick leave, or disability leave shall not be called for overtime and shall not be deemed to have worked the overtime for purposes of position on the overtime list.

f. d) Employees with the least amount of overtime worked or charged shall be contacted first. As an exception to this, operators affected by the 8-hour rule will not be called and will not be deemed to have worked the overtime for purposes of position on the overtime list.

In the event an insufficient number of employees are available to work the~~at~~ required overtime after all employees not covered by the above paragraph have been contacted, those employees having the least amount of overtime worked or charged shall be required to work such overtime unless they have a good and sufficient reason which precludes them from working the required overtime. After exhausting the above, if an overtime spot remains unfilled, ~~s a last resort,~~ employees affected by the 8-hour rule may be called.

~~e) Utilities Maintenance Mechanics shall be allowed to work operator overtime provided they possess current grade certificates and have been checked off on current plant procedures.~~

4.12 Flexible Scheduling

Employees wishing to work a flex time schedule (a schedule with varying daily start times) shall be permitted to do so with the approval of the d~~D~~epartment h~~Director~~ead or designee. Unless the parties otherwise agree, no later than thirty ~~(30)~~ days prior to the requested schedule change, employees must submit a proposed flex time schedule in writing to the Department Director or designee. Employees should indicate in their proposal the details of their intended schedule, including starting and ending times and a description of arrangements or agreements designed to assure the timely and effective completion of the employee's work, and how the proposed schedule could enhance service to the public and/or improve employee morale and productivity. The Department Director or designee shall respond to the proposal within two ~~(2)~~ weeks. His or her decision is not grievable. The Department Director or designee may amend or cancel the flexible schedule if the Ci~~l~~ty gives the employee at least a two ~~(2)~~ weeks notice.

5.00 SPECIAL PAY AND ALLOWANCES

5.01 Meal Allowance

A t~~T~~en d~~D~~ollar ($10.00) meal allowance shall be provided to employees required to work at least two (2) ~~or more~~ 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 ($10.00) meal allowance.

5.02 Night Shift Differential

Employees assigned to scheduled shifts in which the employee works five (5) or more hours between the hours of 3:00 P.M. and 11:00 P.M., shall be paid an additional o~~O~~ne d~~D~~ollar and fifteen cents ($1.15) per hour for all hours worked on such shift. Employees assigned to scheduled shifts in which the employee works five (5) or more hours between 11:00 P.M. and 7:00 A.M. shall receive an additional o~~O~~ne d~~D~~ollar and forty cents ($1.40) per hour for all hours worked on such shift. The City will make

every effort to provide employees at least twenty-four (24) hours advance notice of a change in shift assignment.

5.03 Certification Fees

When the City or State requires that employees possess a certificate as prerequisite to the performance of their job duties, the City shall reimburse said employee for any fee involved in the issuance or renewal of said certificate. Employees shall suffer no loss in pay for time spent taking qualifying examinations during regularly scheduled work hours for said certificates. However, the City will not pay overtime for time spent taking qualifying examinations outside of regularly scheduled work hours. Fees for Drivers licenses and time spent acquiring them are not covered by this provision. ~~except as set forth in any applicable Side letter.~~

5.04 Tool Issuance

The City will provide to the classifications of Equipment Mechanic I and Equipment Mechanic II hand tools required in the performance of their duties. Said hand tools will be at no cost to the employee, and will be of the same quality as previously furnished by the City.

5.05 Sewer Maintenance Differential

3.174% shall be rolled into the base salary of eligible employees. ~~An employee in the classification of Utility Worker, Laborer or Utility Leader who is assigned to operate either the Hydrocleaner, the large sewer rodding machine, the bucket machine, or TV van shall receive a salary differential of five percent (5%) above the salary step currently held for all hours during which the employee actually operates the aforesaid equipment. This salary differential shall not apply during period of paid leave nor during the use of accrued compensatory time.~~

5.06 Heavy Equipment Vehicle Operation Differential

Employees in classifications other than equipment operators who are assigned to drive a "ten-wheeler" front loader, backhoe or crane vehicle shall receive five -percent (5%) more than the employee's salary in his or her present classification for all hours while so assigned.

5.07 Standby Provisions

A. ~~a)~~Standby Pay

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:

1. ~~l.~~ Employees 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 (l) hour's pay at the employee's regular hourly rate for each weekday night of standby required.

2. ~~2.~~ Employees on standby on regularly 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 the two (2) hours pay at the employee's regular hourly rate for each of the aforementioned days of standby required.

An employee on standby who is 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. In the event an employee on standby is called out on a service call(s), the employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the overtime rate for the entire standby period as defined above.

B. ~~b)~~ Use of City Vehicles by Employees on Standby

The City agrees to continue the program whereby employees on standby will be allowed to take home a City vehicle when assigned to such standby. This program is subject to the following conditions:

1. ~~1.~~ Taking home a City vehicle shall be allowed only for employees on standby who live either in or within a reasonable distance of the City of Hayward as determined by the D~~d~~epartment Director~~head~~.

~~.~~

~~2.~~ Under no circumstances shall the employee use a City vehicle so assigned for personal travel or business, including stopping for personal errands while traveling to and from work or a standby assignment.

2.

~~3.~~ The employee shall be responsible for the security of a vehicle so assigned as well as all tools and equipment with which it is furnished.

3.

4. ~~4.~~ Whenever possible, vehicles shall not be parked on public streets, but shall either be garaged at the employee's home or parked on private property. (Added from Side Letter 10/6/95).

C. ~~c)~~ Standby ~~Beepers~~ Communication

The City will provide cell phones or other communication devises~~electronic beepers~~ to employees assigned to standby pursuant to this Memorandum of Understanding.

Employees are not eligible for standby pay if they are unable to work due to illness on the day standby pay would have otherwise occurred.

5.08 Pesticide Differential

An employee who is assigned to operate and/or drive a motorized sprayer of fifty (50) gallons capacity or larger shall receive a salary differential of five percent (5%) above the salary step currently held for all hours during which the employee actually operates the aforesaid equipment. Only those employees who possess a valid Agricultural Pest Control Applicator's License, and who possess the requisite knowledge and experience to safely and effectively operate the equipment shall be eligible to receive this salary differential. This salary differential shall not apply during periods of paid leave nor during the use of accrued compensatory time.

~~5.09 Wastewater Treatment Plant Certification Differential~~

~~Five percent (5%) differential pay for Grade II Certificates will be rolled into the base pay of all Operators. Five percent (5%) special assignment pay for all Lead Operators for Grade III Certificates will be rolled into the base pay.~~

5.09~~10~~ DMV Certification

Employee assigned to perform testing, DMV certification and maintenance of related documents shall qualify for special assignment pay of five percent (5%) above salary step currently held. ~~Employees shall be assigned at the City's discretion based on business need and subject to approval of the Department Director.~~

~~5.11 Water Treatment Certification Differential~~

~~Employees in the classification of Utilities Service Worker shall obtain and maintain current a Water Treatment Grade II certification by July 1, 2000 and shall receive the following differential:~~

- ~~Upon receiving the certification of Water Treatment Grade I - 3%.~~
- ~~Upon receiving the certification of Water Treatment Grade II, the Utilities Service Worker shall receive an additional 3% for a total of 6%.~~
- ~~In the event the employee receives the Grade II certification without receiving a Grade I, employee shall receive 6%.~~

~~When all Utilities Service Workers acquire Grade II Certifications the salary range for this position shall be adjusted to reflect the six percent (6%) increase and the job specification shall be revised to incorporate the requirement of a Water Treatment Grade II.~~

5.10~~2~~ Heavy Equipment Repair Differential

0.915% shall be rolled into the base salary of ~~E~~employees in the classification of Equipment Mechanic I and Equipment Mechanic II. ~~shall receive premium pay of five percent (5%) for hours worked performing maintenance and repair of City-owned vehicles that are 26,000 lbs. or more GVWR (gross vehicle weight); street sweepers; heavy construction equipment, and fire service apparatus.~~

5.113 Distribution Certification Differential

The following classifications shall receive a five percent (5%) differential for maintaining a State approved D-3 level of certification:

- Senior Utility Leader Field Services
- Senior Utility Leader Customer Services

Other Employees who attain a State approved D-43 Certification shall also be entitled to receive a five percent (5%) differential. The position descriptions for each affected classification shall be amended to reflect the State minimum certification requirements.

5.124 Bilingual Pay

Department heads shall identify those Eemployees who are required in the performance of their duties to converse with the public in a language other than English and. Employees so designated, who have demonstrated their competency in a second language through a fluency test administered by the Human Resources Department, shall receive bilingual pay in the amount of tThirty dDollars ($30) per pay period. until such time as the designation is revoked. Within thirty (30) days of MOU ratification, all incumbents who receive bilingual pay shall re-certify through the Human Resources Department.

No more than once every twenty-four (24) months, the Department Director or designee may require an employee receiving bilingual pay to demonstrate continued competency in a second language as a condition of continuing to receive pay under this section. Employees who do not demonstrate continued competency will cease receiving bilingual pay until such time competency is again demonstrated.

6.00 MEET AND CONFER - TIME OFF FOR REPRESENTATIVES

6.01 Representatives Empowered to Act

The Union shall advise the City of those persons empowered to act as its representatives with authority to bind the Union in matters pertaining to the administration of this Memorandum of Understanding.

6.02 Time Off to Meet and Conferfor Representatives

The City shall allow up to four a reasonable number of employee representatives of the Union approvedreasonable time off during regular work hours without loss of compensation or other benefits. to four (4) suc fh For the purpose of employees when formally meeting and conferring with representatives of the City on matters within the scope of representation.

~~The City agrees to continue discussions of release time for Union Stewards to participate in Union trainings.~~

The City agrees to provide up five (5) days per year of unpaid release time for purposes of participation in Union training activities upon request ~~f~~rom the designated steward and subsequent approval by his/~~or~~ her supervisor. Approval shall be subject to the workload requirements of the Department.

6.0~~2~~3 Union Stewards

The Union may select a reasonable number of stewards from within the represented units in each geographical work location.

~~A steward and one (l) alternate steward shall be appointed by the union in each of the following work units:~~

~~Airport Division~~

~~Animal Control Division~~

~~Equipment Management Division~~

~~Facilities Maintenance Division~~

~~Landscape Maintenance Division~~

~~Streets Maintenance Division~~

~~Traffic Services Field Crew~~

~~Utilities Division - Water Pollution Control Facility~~

~~Utilities Division - Water Distribution & Maintenance~~

~~Utilities Division - Sewer Maintenance~~

~~The work area designations specified above may be modified by mutual agreement of the parties.~~ A specified number of employee representatives, as agreed upon by the City and the Union, may be released from work for the purpose of attending union/management meetings with D~~d~~epartment Directors~~heads~~ or other managers. ~~Employee representatives shall not leave their work stations or assignments without specific approval of the department head or other authorized City Management official.~~

The Union shall provide the City Manager or his or h~~/h~~er designee with timely written notification of the names of chapter executive board members and stewards.

6.04 Permission to Leave Assignments

Employee representatives shall not leave their work stations or assignments without specific approval of the D~~d~~epartment Director ~~head~~ or designee~~other authorized City Management official~~. Approval is subject to the workload requirements of the Department.

7.00 BENEFITS PLANS

7.01 Medical Insurance

The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance those provisions of PEMHCA providing for participation by annuitants. ~~with regulations promulgated by CalPERS.~~

The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this section are required only to the extent mandated by the PEMHCA.

During the calendar year 2013, the City will provide an employer contribution of $119 per month to CalPERS for each eligible active employee towards the purchase of medical insurance benefits.

~~pay a monthly premium amount on behalf of each active employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of Ninety Seven Dollars ($97.00) per month, the City shall pay such additional amounts during the term of this Memorandum of Understanding only.~~

~~The City shall pay a monthly premium amount on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes for coverage.~~ In the event CalPERS requires a minimum employer payment in excess of the amount recited above, ~~current Nine Dollars and eighty cents ($9.80) per month,~~ the City shall pay ~~such~~ additional amounts, as approved by the City Council. ~~during the term of this Memorandum of Understanding only.~~Because ~~Cal~~PERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with ~~Cal~~PERS for medical insurance benefits.

The City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution provided to an active employee under this section 7.01.

7.02 Flexible Benefits ~~Plan~~Allowance

The City shall provide a contribution to the City's ~~continue in effect a F~~flexible ~~B~~benefits plan (125 Plan) ~~Account~~ for each full-time employee in regular or probationary status who is enrolled in one of the ~~Cal~~PERS medical insurance plans offered by the City. Employees can use this contribution to offset the cost of benefits purchased through the plan. The value of any flexible benefit allowance provided by the City under this Section shall be determined as follows:

~~The City shall make a monthly payment to each employee's Flexible Benefit Account in an amount which, when combined with contribution amounts specified in Section 7.01 of this Memorandum of Understanding, is sufficient to pay 100% of the premium required of the employee by reason of his or her enrollment, and the enrollment of eligible dependents if any, in a PERS medical insurance plan. 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.~~

~~Employees are eligible to enroll in the CalPERS medical plan of their choice, pursuant to CalPERS regulations. After Union ratification and City Council approval of the MOU, the City agrees to pay up to 100% of the premium cost for any CalPERS plan, with the exception of the most costly plan. Currently the most costly plan is PERSCare. With the exception of employees currently enrolled in the most costly plan (PERSCare), any employee wishing to enroll in the most costly plan (currently PERSCare) shall pay the difference in premium between the most costly plan and the second most costly plan, currently Blue Shield. Employees currently enrolled in the PERSCare health plan shall be eligible for 100% City contribution toward the premium only through December 31, 2008.~~

A. Effective the pay period that includes July 1, 2013, the allowance provided to an eligible employee shall be equal to eighty five percent (85%) of the premium cost for health insurance coverage based on the employee's plan selection and participation level eligibility (e.g., Employee only coverage, Employee +1 coverage, or Employee +2 coverage), less the amount of any contribution provided under Section 7~~6~~.01 above. The City's maximum contribution under this section shall no exceed the cost of eighty five percent (85%) of the premium for the second most expensive benefit plan (currently BlueShield) as determined by the employee's participation level, less the City's contribution towards medical benefits under PEMHCA, except that, in no event shall the sum of City's contribution pursuant to the provisions of Section 7.01 and 7.02 of this Memorandum of Understanding exceed eighty five percent (85%) of the premium cost for the ~~Cal~~PERS medical insurance plan in which the employee is enrolled.

B. The City shall continue to provide Flexible Benefit Allowance as provided in this Section unless amended or repealed by the City Council.

C. Contributions to an employee's Flexible Benefits Account shall be used only for payment of those benefits that are available through the City's Flexible Benefit Plan.

~~The City shall pay in full for the second most costly CalPERS plan, or any lower cost plan, and employees wishing to enroll in the highest cost plan will pay the difference in cost~~

between the second most costly and the highest plan. Should a new plan be created that is lower in cost than the current most costly plan but higher in cost than the other plans currently offered, the parties shall meet and confer regarding new City premium contributions.

In no event shall the City's contribution pursuant to the provisions of Sections 7.01 and 7.02 of this Memorandum of Understanding exceed the premium rate which is in effect on the expiration date of this Memorandum of Understanding for the PERS medical insurance plan selected by the employee.

The City will not treat any contributions made to thethese monies under the Flexible Benefits Pplan as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Ffederal, Sstate 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.

D. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her Flexible Benefit Account are to be spent during the ensuing year. Thereafter, no changes to designations so made shall be allowed until the enrollment of the following year, except for changes due to an eligible qualifying event.

E. A change in the City's contribution by reason of an employee's adding eligible dependents for coverage and/or by reason of a change in plan enrollment by the employee shall be in accordance with regulations promulgated by PERS and the medical plan provider. Each employee shall be responsible for providing immediate written noticecfication to the Human Resources Director or designee of any change to the number of his or her dependents which would 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 or she is entitled, shall be liable for refunding the excess amounts received via a reduction in the amount paid to employee'shis or her Flexible Benefits Account in subsequent months.. Changes to flexible benefit contributions associated with payments required because of a changes 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 noticeadvice of the changes is from the employee is received by the Human Resources Departmentirector. No retroactive increases to the Flexible Benefit Allowance provided by the City's payments shall be allowed.

7.03 Federal or State Health Plan

If, pursuant to any federal or state law including but not limited to the Patient Protection and Affordable Care Act, which may become effective during the term of this MOU, 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 a~~A~~ct, the City's obligation to furnish the same benefits under the Hospital Medical-Surgical-Dental Care and Prescription Drug plans shall be suspended. In this event, ~~PERS Medical Plan and Dental Plan shall be suspended and~~ the contributions agreed to be paid monthly hereunder by the City under Sections 7.01, 7.02 and 7.06~~3~~ 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 contributions 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 those provided under Sections 7.01, 7.02 and 7.06~~3~~, 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 7.06~~3~~. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under Sections 7.01, 7.02 and 7.06~~3~~ and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described.

If the benefits provided under the federal or state a~~A~~ct 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 s~~S~~ection.

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 the terms of this MOU~~is Section of the Memorandum of Understanding~~.

~~7.03 Dental Insurance~~

~~The City shall pay 100% for dental insurance coverage for full time employees, other than temporary and provisional employees, and their eligible dependents.~~

~~Benefits under the Delta Dental plan shall include the following: 100% payment of diagnostic and preventative services (exempt from deductible); 80% payment for other basic services, and crowns and cast restorations; 70% payment for prosthodontics; 50% payment for orthodontics (adults and children). Deductibles each calendar year shall be Twenty Five Dollars ($25) per person with a maximum of Seventy Five Dollars ($75) per family. Maximum benefit payments shall be Two Thousand Dollars ($2000) per year for each patient except for orthodontics which shall carry a Twenty Five Hundred Dollars ($2,500) lifetime maximum benefit per patient.~~

~~In the event the premium rate charged by the dental insurance carriers is increased, 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 carriers 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 PERS Medical Plan and Dental Plan 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 contributions 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 those 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 benefits 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 hereinabove described.~~

~~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.~~

7.04~~5~~ Alternate Benefits

A. An alternative benefit in the form of a cash payment is available to those full-time employees in regular or probationary status who: (1) elect to opt-out of receiving City contributions under Section 7.01 and 7.02; (2) are not enrolled in a City-sponsored health insurance plan as the dependent of another City employee; and (3) provide proof of medical insurance coverage from a plan other than a City-sponsored plan.

Any cash payment provided under this section shall be reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding. Each employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section. The amount of alternative benefit amount provided to an employee is based on the level of insurance coverage that the employee could have received if he or she had enrolled in a City-sponsored health insurance plan, as follows:

Employee only .....$150.00 per month

Employee and one dependent.....$270.00 per month

Employee and two + dependents .....$350.00 per month

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.

B. Enrollment in alternative benefits has to be elected each year during open enrollment. Benefit eligibility and alternative benefit amounts may vary from year to year depending on plan premiums.

C. The provisions of this section shall be administered in accordance with regulations issued by the City Manager or designee which shall include, but not be limited to, the method and frequency of reimbursement to employees for the alternate benefits program(s) selected; the frequency with which employees may exercise the option to change alternate benefits programs; and appropriate procedures for the verification of payments made in pursuance of this section.

7.05 Supplemental Retirement Benefit

Employees who retire from the City with at least ten (10) years of continuous City service are eligible to receive a supplemental retirement benefit. This benefit shall be equal to $274.72, less the amount provided for under the section 7~~6~~.01 above. This

supplemental benefit is provided in the form of cash to the retiree on a monthly basis. In order to receive this benefit, the employee must begin receiving pension benefits within one-hundred and twenty days (120) of leaving City employment. Retirees are solely responsible for any tax consequences associated with the receipt of benefits under this section.

Beginning with the pay period including July 1, 2013, all members of the bargaining unit shall contribute $33.50 per pay period, and until otherwise negotiated to fund this benefit, which shall be placed in an irrevocable trust to fund such enhanced retiree medical benefits.

~~Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Section 7.01 and 7.02 of this Memorandum of Understanding.~~

~~*A. Eligibility*~~

~~Eligibility for receipt of alternate benefits is restricted to those employees for whom no City contribution is made towards premiums for group hospital-medical-surgical insurance because of coverage said employees have from an alternative source.~~

~~*B. City Contribution*~~

~~The City shall contribute One Hundred Fifty Dollars ($150) 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, Two Hundred Seventy Dollars ($270) per month for employees otherwise eligible for "two- party" coverage and Three Hundred Fifty Dollars ($350) 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 permanent part-time employees the City contribution shall be as follows:~~

	~~.50 - .74~~	~~.75+~~
~~Single party~~	~~$75.00~~	~~$112.50~~
~~Two party~~	~~$135.00~~	~~$202.50~~
~~Two-party+~~	~~$185.00~~	~~$262.50~~

~~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 employer.~~

~~*C. Available Benefits*~~

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

1. Purchase of past service credit with the Public Employees' Retirement System (PERS). The monthly amount of such contribution shall not exceed the monthly amount of benefit to which the employee is entitled by reason of participation in this program.

2. Contribution to the Deferred Compensation Plan currently in effect for City employees. The amount contributed must be uniform in each pay period and shall not exceed in any one month the monthly amount of benefit to which the employee is entitled by reason of participation in this program.

D. Enrollment Procedures

1. Initial Enrollment

Employees must apply to the Human Resources Director and specify (i) the number of dependents who would otherwise be eligible (as defined in Paragraph B above) to be covered under a City medical insurance plan and, (ii) the alternate 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.

2. Changes in Enrollment. Employees may elect to withdraw and resume medical insurance coverage available from the City, or request modification of their original selection of alternate benefit(s). Only one such change shall be permitted within a single calendar year, and applications for same must be made on or before September 1st.

In addition to the foregoing, changes in enrollment status will be allowed as required upon a change in the number of an employee's dependents, provided such change has an effect upon his or her participation in the program. An employee who experiences an increase in eligible dependents, and who is already enrolled in the program, may apply for a corresponding increase in benefit amounts contributed by the City. An employee who experiences a decrease in eligible dependents shall be required to report same to the Human Resources Department, and a corresponding reduction in benefit amounts contributed by the City shall be made after consultation with the employee. All such adjustments in benefit amounts shall take effect on the first day of the payroll period next occurring after thirty 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.

7.03~~3~~6 Dental Insurance

The City shall contribute towards ~~pay 100% for~~ dental insurance premiums coverage for full-time employees, other than temporary and provisional employees, and their eligible dependents. Beginning with the pay period that includes July 1, 2012~~33~~, the City's contribution on behalf of an eligible employee participating in a City-sponsored

dental plan shall be equal to eighty percent (80%) of the monthly premium for dental insurance, as determined by the employee's enrolled participation level in the City sponsored dental plan. Employees enrolled in dental insurance are required to contribute the remaining twenty percent (20%) of the premium costs for dental insurance coverage.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third party examining plan utilization review, market trends, overall plan costs and any other industry standard metrics deemed necessary by the third party.

Currently, the City provides insurance coverage through a

~~Benefits under the~~ Delta Dental plan which~~shall~~ includes the following: 100% payment of diagnostic and preventative services (exempt from deductible); 80% payment for other basic services, and crowns and cast restorations; 70% payment for prosthodontics; 50% payment for orthodontics (adults and children). Deductibles each calendar year shall be Twenty Five Dollars ($25) per person with a maximum of Seventy Five Dollars ($75) per family. Maximum benefit payments shall be Two Thousand Dollars ($2000) per year for each patient except for orthodontics which shall carry a Twenty Five Hundred Dollars ($2,500) lifetime maximum benefit per patient.

~~In the event the premium rate charged by the dental insurance carriers is increased, 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 carriers takes effect.

7.07~~6~~ 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 restrictions. Part-time employees who consistently work twenty (20) or more hours per week shall be eligible for Twenty Five Thousand Dollars ($25,000) City paid group term life insurance coverage following sixty (60) consecutive days of employment.

7.08~~7~~ Medical, Dental, Vision and Flexible Benefits for Certain Part-Time Employees

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

1. Except as provided in s~~S~~ection B below, o~~O~~nly those 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 entitled to coverage under group medical and dental plans.

2. The ~~amount of the~~ City's contribution towards~~payment for~~ medical insurance for part-time employees who are eligible to participate in a CalPERS health insurance plan as an "employee" shall be proportionate to that amount provided for full-~~-~~time employees in Sections 7.01 ~~and 7.02~~ of this Memorandum of Understanding. ~~based upon the total number of hours worked each month by the part-time 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.~~

3. The City will provide those part-time employees who regularly work more than twenty (20) hours per week (at least a 0.5 FTE) with a Flexible Benefit Allowance. The amount of any allowances provided shall be determined in accordance with the formulas provided in Section 7.02, except that the sum of the contribution provided to a part-time employee who works more than twenty (20) hours per week under Section 7.01 plus the amount provided as a Flexible Benefit Allowance shall be based on the total number of hours worked each month by the part-time 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 contributions towards medical insurance premiums in the month next following. Except that, the amount provided shall never be less than the amount required by applicable government code.

4. The amount of the City's payment for dental insurance shall be proportionate to the amounts paid on behalf of full-~~-~~time employees as specified in Section 7.06~~3~~ of this Memorandum of Understanding. The calculation of proportionate payments shall be in accordance with the provisions of paragraph 3~~2~~ of this section.

5. The amount of the City's payment for vision insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.09~~7~~ of this section. The calculation of proportionate payment shall be in accord with the provisions of paragraph 3 of this section.

6. The amount of the City' payment for alternate benefits shall be based upon scheduled hours of work and shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.04 of this s~~S~~ection. The calculation and proportionate payments shall be based upon the hours budgeted for the position.

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 and dental insurance premiums and will continue to participate in the Flexible Benefits plan on the same basis as for full time employees.

7.09~~8~~ Vision Care

The City shall contribute towards~~provide~~ vision care insurance for full-time employees, other than temporary and provisional employees, ~~-~~and their eligible dependents. Currently, the City provides vision coverage through VSP, under a plan that provides for~~The plan shall require a F~~ fifteen d~~D~~ollar ($15.00) deductible, ~~and shall provide for~~ an eye examination, lenses and frames once per year. Beginning with the pay period that includes July 1, 2012~~3~~, the cost of the monthly premium shall be shared equally (50/50) between the employee and the City.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third party examining plan utilization review, market trends, and overall plan costs and any other industry standard metrics deemed necessary by the third party.

The City reserves the right to provide vision care benefits under a self-funded 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 to move to a self-funded plan or to change insurance carriers, any new benefit plan shall provide coverage that is substantially equivalent to the coverage available at the time this option is exercised.

7.10 Deferred Compensation

A Deferred Compensation Plan has been established for the benefit of City employees. Employees may contribute to the Plan as provided by the Plan terms.

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 jointly decided upon by the Administrative Committee as defined in Section 13.00 of the plan document.

~~During the term of this Memorandum of Understanding, the City's contribution towards the purchase of this insurance shall be equal to the full premium of said plan.~~

~~7.09 Retired Employees~~

~~A supplemental monthly payment shall be made to each employee whose effective date of retirement from the City of Hayward is on or after January 1, 1982 subject to the eligibility criteria set forth below. For employees retiring after October 1, 1998, the amount of this supplemental payment, when combined with the amount to be paid on behalf of retired employees pursuant to Section 7.01 of this Memorandum of Understanding, shall not exceed a total of Two Hundred Twenty Six Dollars and one cent ($226.01) per month. In no event shall the City's contribution exceed actual premium.~~

~~For employees who retire after December 31, 2007 and have 10 years of service with the City of Hayward, the City will pay Two Hundred Seventy Four Dollars and seventy two cents ($274.72) toward retiree medical costs. Employees employed by the City on December 31, 2007 with at least five (5) years of service will be eligible for retiree medical at this benefit level.~~

~~In order to be eligible for this benefit, the employee's effective date of retirement must occur within one hundred twenty (120) days of the effective date of separation from employment with the City of Hayward, and he/she 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 or she has been designated by the Public Employees' Retirement System (PERS) 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 satisfies 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.~~

~~The City will not treat these monies refunded to retirees 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.~~

7.11~~0~~ Employee Assistance Program

The City agrees to continue to provide an Employee Assistance Program at no cost to the employee for the duration of this Agreement. Such Program shall offer confidential counseling services to eligible bargaining unit employees and their eligible dependents, subject to a ten (10) session limitation per fiscal year.

The City and the Union will, during the course of future union/management meetings, continue to review the effectiveness of the EAP and recommend to the City Manager as necessary changes and/or additional training needs.

7.12~~1~~ 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 paid leave or any other paid leave that will exceed his or ~~/~~her full monthly gross salary.

7.13~~2~~ Medical Flexible Spending Account and Dependent Care Spending Account

The City shall maintain a Section 125 Plan, permitting employees to pay for eligible expenses, such as employee premium contributions, medical expenses and dependent care cost, with pre-tax dollars. Participants will be responsible for any claims service charge. Participants in the Plan may annually deposit up to a maximum of Twenty Five Hundred Dollars ($2,500) for medical expenses and Five Thousand Dollars ($5,000) for dependent care into the Plan. Each employee shall be solely and personally responsible for meeting provisions and requirements set forth in the regulations of Section 125 Plan and the Plan Administrator.

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 designee ~~other~~ may ~~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 for New Hires

Employees ~~shall~~ may be advanced to higher steps as merited by progressive improvements in job skills and work performance. ~~from Step A to Step B and from Step B to Step C in accordance with the time-in-step requirements outlined below. Thereafter, employees may be advanced to Steps D and E as merited by progressive~~

~~improvement in job skills and work performance.~~ The following time-in-step requirements shall normally apply ~~before~~ for an employee to be ~~gains eligibil~~eeligible~~ity~~ for advancement in pay.

Step	Time-in-Step
A	12~~6~~ months
B	12~~6~~ months
C	1 year
D	1 ½years
E	---

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing ~~his or her~~ duties, advancement may be made prior to completion of the above time-in-step requirements. No early advancement may be made for an employee in a probationary status.

~~When a pay range consists of less than five steps the range shall be established at the higher steps within the above time schedule.~~ If ~~In determining time-in-step, it shall begin on~~ the first day of the time in a step period begins in the ~~payroll period if employment occurs during the~~ first five (5) days of the payroll period, then time in step ~~otherwise time~~ shall begin with the start~~on the first day~~ of the ~~next~~ payroll period. If not, then time shall begin on the first day of the next payroll period.

Advancement in pay when ~~approved,~~approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

8.04 Eligibility for Advancement in Pay Upon Promotion

Employees may be advanced to higher steps as merited by progressive improvements in job skills and work performance. The following time-in-step requirements shall normally apply for an employee to be eligible for advancement in pay.

Step	Time-in-Step
A	6 months
B	6 months
C	1 year
D	1 ½years
E	---

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing duties, advancement may be made prior to completion of the above time-in-step requirements. No early advancement may be made for an employee in a probationary status.

If the first day of the time in a step period begins in the first five (5) days of the payroll period, then time in step shall begin with the start of the payroll period. If not, then time shall begin on the first day of the next payroll period.

Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

8.0~~5~~4 Attaining Advancement

An employee must demonstrate~~in order to be advanced to Steps D and E must demonstrate~~ that advancement is merited on the basis of job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, positive customer service, and other factors of individual achievement must be evident as appropriate to the position. The City Manager or designee~~Department heads~~ shall be notified by the Human Resources ~~Director~~ Director or designee of an employee's approaching eligibility for step advancements.

8.0~~6~~5 Use of Performance Ratings in Determining Whether Step Advancement is Merited

Performance ratings shall guide supervisors and D~~d~~epartment Directors~~heads~~ in determining whether step advancements have been earned and should be recommended to the City Manager. Performance ratings shall also serve as a means whereby an employee may benefit from a regular review of his or ~~/~~her performance by his or ~~/~~her immediate supervisor for: A. clarifying the supervisor's and the employee's expectations regarding job performance; B. reviewing the employee's performance of duties assigned and noting deficiencies requiring improvement or recognizing exemplary performance; and C. establishing employee developmental goals in appropriate career or performance areas.

~~No SEIU employee shall impose discipline or conduct a performance evaluation of any other SEIU employee. However, an SEIU employee may provide input regarding employee performance, including performance evaluations.~~

8.0~~7~~6 Withholding Step Advancement

Department Directors~~heads~~ or their designee shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work guidance and assistance toward improvement. An employee's supervisor or manager

shall notify the employee in writing at least sixty (60) days prior to the employee's time-in-step eligibility for a merit step advancement that the employee has thus far not earned the increase based on some or all of the factors listed in Section 8.05~~4~~. The notice shall objectively identify the employee's deficiencies and further identify the specific improvement(s) that the employee must achieve to earn a merit step increase. The supervisor or manager shall provide a copy of this sixty (60) day notice to the Human Resources Director. The notice shall be placed in the employee's personnel file along with any written response from the employee. The notice is not subject to appeal. The employee shall receive the merit step increase if the supervisor or manager does not provide the written notice to the employee at least sixty (60) days prior to the merit step increase due date.

If an employee does not meet the objectives described in the sixty (60) day notice, the employee's Department Director or designee shall have the authority and responsibility to recommend to the City Manager that the City withhold the merit step advancement from the employee. Denial of a merit step increase is not grievable under Section 15.00~~xx~~.

However, an employee denied a merit step advancement may request a meeting with the Human Resources Director or designee. The request must be made in writing (email is preferred) by the employee and submitted to the Human Resources Director within five (5) working days of the denial of the merit step increase. The meeting shall occur within thirty (30) days of the denial of the merit step increase. During the meeting, the employee may have a Union representative of his or her choice. The employee and/or Human Resources Director or designee may require the presence of the supervisor or manager who denied the merit step increase. The Human Resources Director or designee may conduct whatever additional review of the matter that he or she deems necessary to assess the employee's denial of the merit step increase.

~~have the authority and responsibility to recommend to the City Manager that step advancements be withheld 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 reasons for withholding step advancements prior to submitting such recommendation to the City Manager.~~

8.0~~7~~8 Change in Pay Upon Promotion

When employees are promoted, they shall~~-~~ receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, they may receive the next step in the salary range of the new position which is close to five ~~or be placed on a step that represents a minimum salary increase of five~~ percent (5%) above their present salary, but not less than four and a half percent (4.5%). ~~dded to base salary whichever is greater~~If no advancement in salary is granted on promotion, employee may be allowed to carry forward time and step accumulation. ~~. However i~~In no event will an employees' salary be set at a rate that exceeds the range applicable to the employees' new classification. ~~case shall the increase be greater than the fifth step of the classification to which the employee is promoted. When~~

~~recommended by the department head and approved by the City Manager, additional advancement may be granted.~~

An employee promoted to a higher position who, at the time of promotion is serving in such position in an acting or provisional status, may have all or a portion of the time continuously served in acting or provisional status credited towards satisfaction of the probationary period for the position. Credit allowed for this purpose, if any, shall be at the sole discretion of the Department Director~~Head~~, and shall not affect the employee's effective date of regular status in the promoted position.

8.0~~9~~~~8~~ Change in Pay Upon Demotion

When an employee is demoted, whether voluntarily or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the class to which he~~r~~ or she is demoted. The employee will be placed in a salary step in the demoted classification that is the same as or above the step held prior to demotion providing said ~~s 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. If the demotion is a result of disciplinary action, the specific salary step shall be determined by the City Manager or designee; provided however, that if the employee had prior service in the demoted position, the employee's step on the salary schedule for the demoted position shall not be set at a step that is lower than the step previously held by the employee in that position before his or her promotion.

8.10~~09~~ Change in Pay Upon Reclassification

When a position is reclassified to a classification with a higher pay range, and the incumbent employee retains the position, the~~at~~ employee shall normally be placed at ~~receive~~ the first step in the new salary range. However, if such step is equal to or less than their present salary, they may receive the next step in the salary range of the new position which is close to ~~or be placed on a step that represents a salary increase of a minimum of~~ five percent (5%) above their present salary, but not less than four and a half percent (4.5%). ~~added to base salary whichever is greater. However in no case shall the increase be greater than the fifth step of the range of the new classification to which the employee is reclassified.~~ When recommended by the D~~d~~epartment Director~~head~~ or designee and approved by the City Manager or designee, additional advancement may be granted. If no change in salary is granted, the employee may be allowed to carry forward time-in-step accumulation.

In the event the City reclassifies a position from a lower level classification to a higher level classification, the City Manager may in his or ~~/~~her sole discretion appoint the incumbent occupying such reclassified position without competitive examination providing said incumbent meets the minimum qualifications (employment standards) for the higher classification. The Union shall be notified of appointments made pursuant to this provision.

When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while he or she continues to occupy the position. If the 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 the current rate exceeds the maximum step of the new range, the salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

8.110 Acting pay~~Working Out of Class~~

Employees may be assigned to perform the duties of a higher classification on an "acting pay"~~out-of-class~~ basis when in the ~~judgement~~judgment of the Department Director or designee a need~~s~~ exists for work to be performed in such higher classification. An "acting" assignment shall only be made by the Department Director or designee ~~at a vacancy ex~~

~~ists in such higher paid classification or when an additional job for which there is no available incumbent is required to be filled for a work shift. An out-of-class assignment shall only be made by the department head or a designated representative~~ at the beginning of the work shift, and employees designated to receive "acting" ~~out-of-class~~ pay shall be provided with a written notice assigning the~~m~~ employee to the higher classification on an "acting"~~out of class~~ basis.

An employee qualifying for "acting"~~out of class~~ pay shall receive the salary step of the higher classification which represents an increase over the employee's present salary step. If the closest step in the "acting" assignment is not equal to at least ~~held in his regular position assignment or a~~ a five percent (5%) increase over the employee's present salary step, the employee shall receive "acting" pay equal to five percent (5%) above his or her current pay step, except that the total rate paid (base salary plus any percentage increase) for work performed in "acting" assignment shall not exceed the top step of the salary range for the higher class. ~~in pay, whichever is the greater, for the full day of assignment to such classification. In no event shall an employee receive out-of-class pay at a rate which is in excess of the maximum rate of the classification to which he or she is assigned on an out-of-class basis.~~ Work assignments shall not be changed for the sole purpose of evading the requirement of providing out of class pay to an employee who would otherwise be eligible.

An employee who is receiving ~~out-of-class~~"acting" pay by reason of assignment to a position in the 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 ~~out-of-class~~"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.

8.121 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 or the duties and responsibilities in the class specification. ~~Said positions may be established by the City Council following a report and recommendation thereon by the City Manager and the Personnel and Affirmative Action Commission.~~ Selection of employees to said positions and removal from those positions shall be made by the

City Manager or designee upon recommendation of the D~~d~~epartment Director~~head~~. An employee so assigned shall receive additional pay equal ~~salary increment not~~ to ~~exceed~~ five percent (5~~%~~%)~~0~~ of the employee's present salary.

8.13~~2~~ Flexibly Staffed Classifications

The job duties of employees hired into flexibly staffed positions within this unit shall be formally evaluated no later than eighteen (18) months from date of appointment to the position to determine whether duties performed and skills acquired justify a reallocation to the higher level position. Such evaluations may be performed by the supervisor(s) in conjunction with Human Resources Department staff and recommendations for advancement shall require approval of the City Manager or designated representative.

8.14~~3~~ Special Pay for Supervising Court Referrals/GAIN/GAE Participants

An employee assigned by a supervisor or management employee to supervise, direct, and monitor the activities of court referrals and/or GAIN/GAE participants (or other welfare program participants) shall be paid five percent (5%) over his/her regular salary step for the actual hours of such activity only. Special pay for supervising court referrals shall not be paid in conjunction with any overtime pay earned by virtue of extra hours worked in a day or extra days worked in a week. Such assignments shall be voluntary, and shall be rotated among those employees in a work unit who are available and qualified to perform the work.

9.00 SALARIES

Salaries for classifications in this representation unit shall be as enumerated i~~o~~n Appendix A to this Memorandum of Understanding. ~~All bargaining unit salary ranges shall be increased as follows:~~

~~Effective the pay period including May 1, 2007 3%~~

~~Effective the pay period including May 1, 2008 3%~~

~~Effective the pay period including May 1, 2009 4%~~

~~Effective the pay period including May 1, 2010 4%~~

~~In addition to the above cost of living increases, positions will receive equity adjustments as indicated in the attached equity adjustment schedule. Such adjustments shall be in three (3) equal parts applied over the first three (3) years of this contract.~~

~~9.01 Salary Survey~~

~~No later than February 1, 2011, the City will provide the Union with salary survey data in preparation for negotiating a successor agreement. The survey shall compare Hayward benchmark classifications to comparator agencies in reference to the market average at that time. In addition, data regarding medical benefits shall be compiled. The City will cooperate with the Union by providing all data requested regarding the survey. The City agrees to include medical benefits in the salary survey data used in subsequent negotiations with other bargaining units.~~

9.01~~2~~ Lead and Senior Differential Pay

The wage rates for the classifications “Lead”, and “Senior”” shall be set at ten percent (10%) above the highest base wage rate of the linked classifications. In the event wages of incumbents in the referenced classifications are higher than the proposed ten percent (10%), such wages shall not be reduced or excluded from negotiated COLAs. The following classifications, due to the level of responsibility, shall be set at fifteen percent (15%) above the highest base wage rate of the linked classification.

- Groundskeeper III
- Senior Maintenance Leader
- Senior Utility Customer Service Leader
- Senior Utility Leader
- Cross Connection Control Specialist

9.02~~3~~ Pay Raises

The City Personnel/Payroll Action Request (PPAR) forms will show the percentage increase in salary after promotion.

In order to avoid a delay in processing of step increases, supervisors may submit recommendation for step increases in advance of the written performance evaluation.

10.00 RETIREMENT ~~PROGRAM~~BENEFIT

10.01 Defined Benefit Retirement Program

The City will continue to contract with the Public Employees' Retirement System (~~Cal~~PERS) to provide a retirement program for employees. Bargaining unit members deemed classic employees shall have the following retirement benefit package:

1. 2.5% at age 55 benefit formula

2. Fourth Level of 1959 Survivor's Benefits

3. Post-Retirement Survivor Allowance

4. One (1) Year Final Compensation

5. Military Service Credit as Public Service

6. Continuation of Pre-Retirement Death Benefit after Remarriage of Survivor.

These benefit plans require an employee contribution of eight percent (8%). Employees shall pay the full employee contribution of eight percent (8%), which shall be paid by the employee on a pre-tax basis in accordance with IRS Section 414(h)(2) method of reporting retirement payments.

New members as defined by the PEPRA pension reform statute shall have a retirement formula dictated by law and shall be required to pay at least 50% of the normal cost of their pension as identified, and periodically revised, by CalPERS or eight percent (8%) whichever is greater up to the lawful maximum.

~~Benefits shall include 2.5%@ 55 Full Retirement Formula, Fourth Level Survivor's Benefits Program, Repurchase of Military Service Credit, and Continuation of Death Benefit after Remarriage of Survivor.~~

~~In addition, the City will continue the IRS Section 414h2 method of reporting retirement payments wherein the amount of income reported to the IRS for the employee is reduced by the amount of the employee contribution to the retirement plan. The 414h2 option will apply only to the additional 1% employee PERS contribution.~~

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

10.02 Social Security Coverage

An e~~E~~mployee~~s~~ who is~~are~~ not eligible for enrollment in the Public Employees' Retirement System and who, in accordance with the federal Omnibus Budget

Reconciliation Act of 1990, is ~~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.

~~10.03 Deferred Compensation~~

~~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 then current salaries for all employees will automatically be reduced by 1.912%.~~

~~A Deferred Compensation Plan has been established for the benefit of employees, other than temporary and provisional 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 jointly decided upon by the Administrative Committee in Section X of the Plan document.~~

11.00 HOLIDAYS

11.01 Holidays Observed by the City

The following days shall be holidays for all full-time employees other than temporary and provisional employees.

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

Employees shall be allowed the last half, up to 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.

~~New Year's Day (January 1)~~

~~Martin Luther King Day (third Monday in January)~~

~~Lincoln's Birthday (February 12)~~

~~President's Day (third Monday in February)~~

~~Memorial Day (last Monday in May)~~

~~Independence Day (July 4)~~

~~Labor Day (first Monday in September)~~

~~Admission Day (September 9)~~

~~Columbus Day (second Monday in October)~~

~~Veterans' Day (November 11)~~

~~Thanksgiving Day (fourth Thursday in November)~~

~~Friday after Thanksgiving Day (Friday following 4th Thursday in November)~~

~~Christmas Eve (December 24)~~

~~Christmas Day (December 25)~~

If any of the above~~said~~ holidays fall on a Sunday, the following Monday shall be observed as a holiday provided. ~~provided,~~ H~~h~~owever, that Christmas and New Year's Day shall be observed on the day the holiday actually falls for employees who work a 7-day operation. If Christmas Eve falls on a Sunday, the holiday shall be observed on the previous Friday.

If a holiday falls on a Saturday, the previous Friday shall be observed as a holiday. If a holiday falls on an employee's regular day off, or if an employee is scheduled or assigned to work on a holiday, an employee shall be entitled to ~~credited with~~ equivalent time off at a later date and such time shall be credited to the ~~to e~~ employee's ~~ither~~ compensatory time off at straight time rate. Scheduling or assignment of holiday work must be approved in advance by the City Manager or designee. ~~or vacation leave.~~

11.02 Holidays for ~~Permanent~~ Certain Part-Time Employees

~~Only those~~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 work~~ 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 (not to exceed eight (8) hours).

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 or ~~/~~her last regular work day immediately preceding the holiday and on his or ~~/~~her first regular work day following a holiday, and unless the employee so reports he/she 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. Department Directors~~Heads~~ or their designated representatives may waive the requirement for a physician's statement in support of an absence because of illness. ~~Employees otherwise entitled to holiday pay but who are absent due to lay-off 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 or designee except in emergency situations where said approval cannot be obtained beforehand.

An employee who is required to work on a holiday shall receive, in addition to pay for the holiday, pay at the employee's regular hourly rate for all such hours worked.

~~Any work performed on the above holidays shall be paid for at the rate of time-and-one-half the straight time rate or time off with pay at time-and-one-half (1.5) the straight time rate; provided that employees who are entitled to pay or an equivalent credit to vacation leave as provided in Section 11.01 above for any such holidays if not worked shall receive such holiday pay or equivalent time off in addition to the time-and-one-half (1.5) they are paid for working. 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 this provision at the rate of one-half (.5) hour leave for each full hour of leave granted full time employees.~~

11.05~~6~~ Holiday Pay for Twenty-Four Hour Employees

When holidays fall on Saturday or Sunday, seven day, twenty-four hour employees who work on the actual holiday shall be paid compensatory time or overtime for the day worked NOT the day observed by the City.

12.00 VACATIONS

12.01 Vacation Leave Policy

Vacation leave is a benefit and~~right; however,~~ the use of same shall be approved by the D~~d~~epartment Director~~head~~ or ~~his/her~~ designee, 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 or ~~/~~her vacation leave, the employee may apply for another eligible paid or unpaid leave (excluding sick leave) as provided for in this Memorandum of Understanding. If vacation~~no other~~ leave is approved, and then it is determined that the employee does not have enough vacation leave available to cover the request and no other leave is requested, payroll will deduct the excess time from another eligible paid leave balance. ~~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 to remain in a paid status while on approved leave under ~~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 vacation hours will run concurrently with~~leave taken will count toward~~ the state and/~~-~~or federal leave entitlement.

12.02 Vacation Leave Allowance for~~Accrual 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 regularly scheduled hours ~~the employee is entitled~~.

Vacation accrual schedule for employees who are budgeted and work full time are as follows:

Years of Service	Per 80 Hr. Period	Hourly Equivalent	Annual

0 to end of 4 yrs.	3.08 hrs.	.0385 hrs.	80 hrs.
5 to end of 9 yrs.	4.62 hrs.	.0578 hrs.	120 hrs.
10 to end of 19 yrs.	6.16 hrs.	.077 hrs.	160 hrs.
20 yrs. & more	7.70 hrs.	.0963 hrs.	200 hrs.

An employee will accrue at the next highest benefit level on his or her corresponding anniversary date.

For purposes of crediting service time for vacation accruals, a former employee who is reinstated within after an absence of more than one (1) year from the date of his or her separation in a probationary and regular appointment. No shall not receive credit for his/her prior service time inor a will an employee who was serving in a temporary, provisional or contracted appointment shall be credited. 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. The increases in vacation leave allowance 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, but vacation leave shall not be earned during any period of unpaid absence.

Vacation is accrued for all regular hours worked and 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 employee's accrued leave.

The maximum vacation accrual cap shall be twice the employee's annual rate. The vacation accrual cap shall be maintained on a per pay period basis. Employees shall be permitted to accrue above the cap during the year but must be at or below the cap by the pay period which includes December 31st each calendar year. Exceptions may be permitted on approval of the Department DirectorHead 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 Accruals for Permanent Part-Time Employees

Only those 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 eligible for vacation leave.

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.

The use of vacation shall be subject to the provisions of Section 12.01, 12.03, 12.04 and 12.05 of this Memorandum of Understanding. ~~As of the end of the pay period which includes December 31 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. The maximum vacation accrual cap shall be twice the employee's annual rate. Employees shall be permitted to accrue above the cap during the year but must be at or below the cap by the pay period which includes December 31st.~~

12.04 Payment for Unused Vacation Leave

Leave time earned but unused at date of termination shall be added to final pay. ~~If the employee owes the City for unearned leave, the actual time shall be deducted from final pay.~~

12.05 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 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. Use of s~~S~~ick leave shall be approved by the employee's supervisor~~Department Head or a designated representative~~.

Employees shall whenever possible make appointments for medical, dental, and other health and wellness similar purposes ~~on~~ on Saturdays or other non-work time. ~~If this is not possible, sick leave may be used for these purposes and should not exceed four 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 defined as a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner in accordance with~~as defined by~~ California Labor Code 233. ~~For family members who reside in the employee's home, there is no~~

~~limit on the amount of sick leave that can be used as family sick leave by full time or part-time employees.~~ Up to half (1/2) of an employee's annual sick leave accruals per calendar year may be used as family sick leave. A certificate from an attending physician stating the expected duration nature and extent of the family member's illness may be required. Authorization to use additional sick leave for family illness beyond the maximums identified above may be granted by the City Manager or designee when in his or her judgment circumstances warrant the same. Employees may use not more than four (4) hours of sick leave for the purpose of consulting with a physician concerning a serious illness or injury of a member of the employee's immediate family.

~~For family members who reside outside of the employee's home, 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 as family sick for family members who reside outside of the employee's residence.~~

~~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 Act or Pregnancy Disability Leave, then any 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 or ~~s/~~her leave entitlements, the employee may be retired for disability or separated.

13.02 Sick Leave Accruals~~llowance~~ 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. After an absence is approved as sick leave, it shall be deducted from an employee's leave balance. 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 (3) 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 Accruals~~llowance~~ for Part-time Employees

P~~Only those p~~art-time employees who are regularly scheduled to work ~~employed in positions budgeted for~~ twenty (20) or more hours per week ~~and who consistently work twenty (20) or more hours per week~~ shall be entitled to accrue~~eligible for~~ sick leave benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll period. The amount of sick leave s-o accrued ~~by part time employees s~~shall be proportionate to that earned by full-time employees based on the number of~~e~~ hours worked by the part-time employee. The full-time sick leave accrual rate is 3.7 hours per payroll period.

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.

There shall be no limit upon the number of hours of unused sick leave that may be accumulated by an employee. 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.

13.04 Sick Leave Notice and Certification

A. Procedure for Compensation

In order to receive compensation while absent on sick leave, the following procedures shall apply:

1. ~~1.~~ Employees assigned to continuous shifts in the Wastewater Treatment Plant, or someone on their behalf, shall notify their supervisor at least two (2) hours prior to the commencement of their scheduled shift whenever they will be unable to report for said shift due to illness, injury or unforeseen emergency.

2. ~~2.~~ All other employees shall notify their supervisor or designated representative prior to the commencement of their scheduled shift whenever they will be unable to report for work due to illness, injury or unforeseen emergency.

Department Directors~~heads~~ may waive these requirements 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 Director~~Head~~ or ~~his/her~~ designee, for any use of sick leave. ~~stating cause of absence.~~ After three~~five~~ (3~~5~~) working days' absence, the employee's supervisor ~~may~~ shall 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, after having been counseled about their use of sick leave. 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. 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 substance abuse 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 competent medical authority.

These same requirements may also be applied for family sick leave requests.

B. Certification as a Result of Concerted Job Action

~~1.~~ In the event the City Manager finds that employee absences from duty are the result of a concerted job action, any employee claiming sick leave with pay shall be required to provide certification on a form prescribed by the City. Such form shall include but not be limited to 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 as to prevent the employee from performing his or ~~/~~her job, but disclosure of a specific medical diagnosis shall not be required. A determination by the City Manager that a job action exists, necessitating the sick leave certification procedures required herein, shall be final and not subject to any grievance procedure in effect between the Union and the City. Nothing herein shall prevent a D~~d~~epartment Director~~head~~ from approving the payment of sick leave in situations where the employee submits alternative proof of disability satisfactory to the D~~d~~epartment Director~~head~~ showing that the employee was unable to work on the date(s) for which sick leave is requested.

13.05 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, with at least ten (10) years of service, 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 (l%) 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 or 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.

13.06 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 leave balance.

Upon separation of employees, sick leave balances for which payment has not been made shall be canceled, and shall not be restored if a former 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 due 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. ~~a.~~ The employee will be attending the services of the deceased

b. ~~b.~~ The employee is responsible for or involved with service arrangements and/or estate settlement for the deceased

c. ~~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 or ~~/~~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 D~~d~~epartment Director~~head~~ or a designated representative the conditions for granting bereavement leave have been satisfied. Upon presentation of such a request the D~~d~~epartment Director~~head~~ shall determine whether leave shall be granted and in what amount. Additional bereavement leave of two (2) work days for travel purposes not to exceed a total of five (5) work days may be granted by the D~~d~~epartment Director~~head~~ when circumstances warrant the same.

Part-time employees who work a continuous 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.

14.02 Jury Leave

An employee summoned to jury duty shall inform his or ~~/~~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. Employees who are required to appear and testify in court

on matters relating to or arising out of their official duties as employees of the City of Hayward shall suffer no loss of pay by reason of such appearance(s).

Any employee scheduled to begin service on a jury three (3) or less hours from the start of their scheduled 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 their 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 work from jury duty.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is required to serve on jury duty on his or ~~/~~her regularly scheduled days off the City will endeavor to reschedule the days off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

14.03 Military Leave

This provision shall be in compliance with all applicable State and F~~f~~ederal laws and is governed per Resolution by the City of Hayward.

14.04 Industrial Disability Leave

For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employees' period of disability. ~~In the case of regular (off probation) full-time and part-time employees other than temporary and provisional employees, additional compensation equal to the difference between said employees' regular pay and the disability compensation allowance shall be granted for up to one year during any three year period regardless of the number of injuries during that three year period. The number of hours each day for which a part-time employee is compensated pursuant to the provisions of this Section shall be equivalent to the average daily number of hours worked by the employee during the fifty-two week period immediately preceding his absence because of industrial disability. In the event a waiting period is required before an employee's disability compensation allowance is payable, his or her regular pay shall be provided during said waiting period.~~

~~Employees may integrate sick leave usage with their workers' compensation temporary disability payments to extend the time in which full salary can be received. If sick leave is exhausted before the employee returns to work, vacation, and compensation time may be used. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, or any other paid leave that will exceed his/her full monthly gross salary.~~

Compensation under this act will be provided through payroll or the City's third party administrator. Employees may elect to use their own personal paid leave to supplement any worker's compensation benefits received. If any paid leave is used, the employee must contact

Human Resources Department and integrate the leave with the temporary disability benefits paid under this Act, so that compensation does not exceed 100% of an employee's regular pay.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

14.05 Leave Without Pay

A Department Director, ~~Head,~~ upon written request of a full-time employee other than temporary or provisional employees, may grant authorize 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 Act 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 or ~~/~~her leave entitlements, the employee may be retired for disability or separated.

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

14.06 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. ~~The City Manager may grant an extension of an approved leave of absence without pay for an additional period, said extension not to exceed one (1) year.~~ Consideration for granting leve will take into account the employee's previous time off, reason for request, business needs, etc.

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.~~

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 or her right to be reinstated.

All eligible paid leaves must be exhausted during any ~~depleted before this~~ leave granted under this provision. Should the employee exhaust their leave balances while

on the leave, all remaining leave will be without pay. 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 Act or Pregnancy Disability Leave, the leave taken will count toward the Sstate or Ffederal leave entitlement. If an employee is unable to return to work and has exhausted all of his or/ her leave entitlements, the employee may be retired for disability or separated.

No benefits will be provided during this period except in those instances when it is required by law. Health coverage may be continued, but at the employee's own cost. as provided below. Health coverage may be continued but at the employee's own cost in concurrence with COBRA laws. 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.

Employees on SDI or Workers' Compensation should contact the Human Resources department to determine if a medical leave is necessary to insure their job rights.

14.07 Absence Without Leave

No employee shall be absent without leave except in case of sickness or emergency which prevents the employee from providing notification. Prior to the time required to report for duty, an employee shall notify his or her supervisor or Ddepartment Directorhead of his or her inability to report.

14.08 Family and Medical Leave/California Family Rights Act

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

14.09 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.

14.10 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 (1) 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.

14.11 Catastrophic Injury/Illness Time Bank

Upon approval of the City Manager or his or 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. ~~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.

b.

c. ~~c.~~ Leave hours that are credited as sick leave to the recipient shall not be reversible.

d. ~~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. ~~1.~~ From donors whose vacation accruals are at or within 16 hours of the maximum allowed for their classification: then

2. ~~2.~~ From other donors in random order to be determined on a draw basis by the Human Resources Department.

3. ~~3.~~ Donation requests shall be credited i~~I~~n the order specified above in subsequent month(s).

e. ~~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 one more than 100% of their normally scheduled hours for any given pay period.

f. ~~f.~~ Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.

g. ~~g.~~ Recipient employees shall be credited with up to 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 40 shall be returned to the respective donor(s)

~~i.~~ ~~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).

h.

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.

This provision shall also allow the use and donation of catastrophic leave to employees who need paid time off to care of a catastrophically injured or ill dependent. The use of this leave is limited to a one (1) year period for establishment of any Catastrophic Injury/Illness Time Bank. Upon approval of the City Manager or designee, a time bank may be established for the benefit of an employee who has a dependent who is incapacitated by a catastrophic illness or injury. A dependent is defined as a legal spouse, registered domestic partner, legal child under the age of 26, or legal child of a registered domestic partner under the age of 26.

An employee must provide a signed medical certification from the treating physician of his or her dependent stating that the employee's dependent has a severe and disabling injury or illness and indicating the amount of time he or she would need to be off to care for his or her dependent.

An employee shall not be credited with more than 100% of his or her normally budgeted hours for any given pay period. In no event shall an employee receive donated paid leave in addition to any paid benefit provided to the employee for time off to care for his or dependent, such as but not limited to Paid Family Leave, that will result in the employee receiving more than 100% of the employee's base salary for the pay period. Records of any paid benefit provided to the employee for time off to care for his or her dependent must be provided by the employee to Payroll for integration with catastrophic leave.

Employees can donate paid leave to an employee who has a dependent with a catastrophic injury/illness under the same terms and conditions as for an employee who has a catastrophic injury/illness.

Employees can utilize catastrophic leave for up to a one (1) year period. The period starts for the first day of use of catastrophic leave. For example, if catastrophic leave starts on July 1, 2010, it can only be used up until June 30, 2011. Leave can be taken on an intermittent basis if approved by the City Manager or designee but will not exceed catastrophic leave usage past the one (1) year leave period.

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

~~j.~~ This section does not affect an employee's rights, if any, under the American With Disabilities Act and/or the California Fair Employment and Housing Act.

15.00 GRIEVANCES

15.01 Grievance Defined

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, scope of representation or appeals to disciplinary actions.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. With respect to grievances regarding compensation, only those ~~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. ~~-~~Retroactive adjustments of any undisputed payroll errors shall not be subject to the thirty (30) day limit.

15.02 Investigation and Reporting

Grievances which may arise and which cannot be adjusted on the job shall be reported to the union by a union representative appointed by the Union pursuant to section 6.02 of this Memorandum of Understanding; provided, however, in no event shall the representative 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 union representative as provided in Steps 1, 2, or 3~~, or 4~~ of the grievance procedure, the City shall afford said representative reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The grievant and/or the area representative 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.

15.03 Grievance Procedure

A. ~~.~~ Grievance Process

Grievances shall be processed in the following manner:

Step 1 - The grievance shall be presented either by the employee or by an authorized union representative to the designated supervisor of the employee within seven (7) working days after the cause of such grievance occurs. The designated supervisor shall have seven (7) working days from date of receipt of grievance to respond.

Step 2 - ~~The designated supervisor shall have seven (7) working days from date of receipt of grievance in which to respond. If~~Should the grievance remain unresolved ~~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 D~~d~~epartment Director~~head~~ or to such representative as he or ~~/~~she may designate. The Department Director or a designated representative shall have seven (7) working days from date of receipt of grievance to respond.

Step 3 ~~-~~ ~~The department head or a designated representative shall have seven (7) working days from date of receipt of grievance in which to respond. If~~ Should the grievance remain unresolved ~~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. The City Manager shall have seven (7) working days from date of receipt of grievance to respond.

Step 4 - Should theIf the parties are unable, within seven (7) working days, to reach a mutually satisfactory accord on any grievance remain unresolved which arises and is presented during the term of this Memorandum of Understanding,, such grievance mayshall be submitted to an Adjustment Board comprised of two (2) Union representatives, and two (2) 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. The Adjustment Board shall have thirty (30) work days from the date it votes on the grievance to provide its decision. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board. The adjustment board may by mutual agreement seek the services of either a Federal or State mediator to assist the parities in reaching a settlement. The mediator shall be advisory only and shall have no authority to bind the parties.

Step 45 - Should the grievance remain unresolvedIf an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may within seven (7) business days of the date of the City Manager's responsereceiving notice from the Adjustment Board, 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. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto. It is the intent of this provision that Adjustment Board and Arbitrator awards be implemented.

a. a. 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 the Union and unless such dispute falls within the definition of a grievance as set forth in Ssection 15.01.

b. b. Proposals to add to or change this Memorandum of Understanding or written agreement 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. Noeither 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.

B. Grievance Process for Letters of Reprimand

1. 1. A letter of reprimand (or warning letter) shall be defined as any written communication to an employee which advises the employee that

he/she has engaged in certain acts of commission or omission which, if continued, may subject him/her to disciplinary action.

2. ~~2.~~ A letter of reprimand as defined above shall not be subject to the grievance procedures in the current MOU.

~~up to and including the step at which the grievance is heard by the City Manager or designee. The decision of the City Manager or designee shall be final except as noted below.~~

~~3. If the grievance is not resolved at the above step, and the City subsequently relies on the contents of said letter of reprimand to justify to a Board of Adjustment or Arbitrator, the imposition of disciplinary action against the same employee, the employee shall then be entitled to dispute the letter of reprimand during the course of appealing the disciplinary action itself.~~

3. In the event an employee is subject to termination, suspension or demotions, the arbitrator may consider the relevance of any written reprimand that the City introduces as evidence. The arbitrator may not rule on the merits of whether the City had just cause to issue any of the written reprimands.

15.04 Disciplinary Action

An employee may request the presence of a union representative during an interview with his or ~~/~~her supervisor which the employee reasonably believes may result in disciplinary action, and where there is no assurance from the supervisor that disciplinary action is not intended. If at any time during an interview without a union representative in attendance, it becomes apparent that disciplinary action could occur, either party may adjourn the interview until a union representative can be present. The provisions of this paragraph shall not apply to interviews conducted for the purpose of reviewing an employee's performance evaluation.

In those instances where an employee is afforded the opportunity for a pre-disciplinary review, he/she shall be given an opportunity to present their position in writing or in a hearing concerning the matter. Specific charges and all material upon which the recommendation for disciplinary action is based shall be sent to the employee and to the Union. The employee shall be afforded five (5) work days after receipt of this material to request a hearing with the City Manager or his or ~~/~~her designee. In the event a hearing is requested by the employee it shall be scheduled no later than 1~~4~~5 calendar days following receipt of request. The results shall be made known to the affected employee no later than 30~~45~~ calendar days following completion of the hearing. In the event the City fails to observe any one of the above referenced time limits, the proposed disciplinary action shall be deemed to be null and void. An extension or waiver of the time limits herein provided may be agreed to by the parties.

When the City Manager has acted as the Skelly officer or has directly imposed the disciplinary action, employees having the right to appeal a disciplinary action shall commence such appeal at step 4 of the Grievance Procedure detailed in Section 15.03; otherwise, appeals shall be filed at the management level one step higher than the manager invoking the discipline.

15.05 Personnel ~~and Affirmative Action~~ Commission

Nothing contained in sections 15.01 through 15.04 shall abridge any rights to which an employee may be entitled under the City Charter. Any employee may, as an alternative to steps 4 and 5 of the Grievance Procedure recited in Section 15.03, request that his or ~~/~~her grievance, including appeals to disciplinary action, be heard by the Personnel ~~and Affirmative Action~~ Commission.

16.00 MISCELLANEOUS PROVISIONS

16.01 Safety Shoes

Upon recommendation of the D~~d~~epartment Director~~head~~ and approval of the City Manager or a designated representative, an employee other than a temporary or provisional employee, may be reimbursed for the purchase of safety shoes in an amount not to exceed One Hundred Seventy Five Dollars ($175.00) per year.

16.02 Uniforms

Employees other than temporary employees, shall be entitled to uniforms at City expense to be worn during the performance of their work. Employees receiving the City-furnished uniforms shall be required to wear same in the performance of his or her work. Failure to do so will forfeit the employees' entitlement to City-furnished uniforms. Matters of color, style, manufacture, supplier, and cost shall be decided solely by the City. Each employee shall receive an initial uniform issue of three (3) long-sleeved shirts; three (3) short-sleeved shirts; three (3) pair of pants, and one (1) jacket.

Between January 1st and April 1st each year, on a date to be selected by the City, employees shall be entitled to receive a maximum of six (6) articles of uniform for replacement purposes if needed, exclusive of jackets.

Jackets shall be replaced once every two (2) years if needed. Employees working in the Garage and Shops Division may elect to receive City-furnished uniforms as provided above or coveralls which will be laundered at City expense. This option may be exercised once each year during the first week of January.

The City, in its sole discretion, may issue other types of wearing apparel, in lieu of or in addition to the basic uniform allotment described above, to those employees whose work assignments warrant same.

16.03 Examination Announcement for Job Openings within the Representation Unit

Examination announcements for job openings within the representation unit shall be posted internally for at least a two (2) week period prior to the filing deadline. A copy of each examination shall be provided to the Union and the Stewards appointed by the Union pursuant to Section 6.03~~2~~ of this Memorandum of Understanding.

All position vacancies within the representation unit shall be posted internally at least two (2) weeks prior to their being filled. Such notices will state the pertinent requirements and conditions for the vacant position. Employees desiring transfer to a posted position who respond within the posting period and who meet the requirements

for transfer shall be given consideration in the form of application review, interview or both.

The City retains the right to determine whether promotional positions within this bargaining unit shall be filled by closed promotional or open competitive examination. Postings for Closed Promotional or Open Competitive Exams will be posted simultaneously with internal Transfer Notices. Employees eligible for a transfer will be given consideration without going through the examination process.

16.04 Participation in Promotional Examinations

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 receive no compensation for participating in promotional exams outside of their scheduled working hours or while on paid leave. However, employees shall receive compensation for participating in promotional exams outside of their normal work schedule for a new position being created by the City to replace their current position which shall be eliminated.

16.05 Notification of Address

All employees, including those on leave of absence, shall keep the Human Resources Director informed as to their current home address at all times.

16.06 Personnel Files

Personnel files are maintained by the Human Resources Director for each employee. These personnel files are considered confidential and shall be made available only to the employee or to a concerned D~~d~~epartment Director~~head~~. Union representatives and staff representatives shall be entitled to review the contents of an employee's personnel file and receive copies of requested materials, provided written permission to do so is given by the employee.

Employees shall be notified of any adverse material placed in the personnel file, and may file with the Human Resources Director for inclusion in their file a written reply to any such adverse material contained in their official personnel file.

After a period of three (3) 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 three (3) 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 D~~d~~epartment Director ~~head~~ and subsequent performance by the employee.

16.07 Educational Reimbursement

The City's policy of reimbursing employees who voluntarily engage in educational and/or professional development activities outside of working hours 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. ~~1.~~ Any full-time, permanent employee with at least three (3) months service may apply. Employees in a temporary or provisional status are not eligible; part-time employees are eligible for reimbursement on a pro-rata basis.

2. ~~2.~~ Any employee who qualifies for GI benefits for 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. ~~1.~~ Application may be made only for attendance at a school of recognized educational standing, including correspondence schools.

2. ~~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. ~~a.~~ Technical or non-technical course 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. ~~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. ~~1.~~ Prior to enrolling in a class or correspondence course approval of the subject matter or license must be obtained by the employee on the form entitled Application for Educational Reimbursement. Approval is required from the immediate supervisor, D~~d~~epartment Director~~head~~, Human Resources Department and the City Manager.

2. ~~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. The City will reimburse a maximum of $1,000 per fiscal year of~~3. While it is normally anticipated that reimbursement for 100% of the~~ tuition or fees, 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.

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.

As a supplement to each department's available funds for reimbursement, Tthe City shall maintain a fund in the amount of also provide employees Ffive tThousand dDollars ($5,000) each fiscal year for reimbursement of costs related to educational activities and/or professional development of bargaining unit members. described above as a supplement to each department's available funds for reimbursement. A maximum reimbursement of oOne tThousand dDollars ($1,000.00) of this supplement will be available to individual employees applying for reimbursement provided there is a sufficient balance remaining in the fund at the time of the request.

16.08 Safety and Safety Committee

The City agrees to provide a safe place to work and appropriate safety training consistent with the requirement to conduct efficient operations.

The City agrees to continue to make available inoculations for Hepatitis B and Tetanus, as medically indicated, to employees in sewer maintenance, streets and landscapes, and wastewater treatment classifications, and any employees tasked with cleaning up homeless encampments. Training on infectious disease control concerns shall continue to be made available to employees in the sewer maintenance, water, landscaping, and wastewater treatment divisions and any employee tasked with cleaning up homeless encampments.

The City will continue employee involvement in meetings of safety committees presently in existence, and any new or revised committees which may be formed during the term of this Memorandum of Understanding.

16.09 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.

16.0910 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union if employees are affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation which is to be considered by the City Council, by any board or commission of the City, or by any department. The Union shall be given the opportunity to meet with such body prior to any action taken thereon. In cases of emergency when the City determines that such a proposal must be acted on immediately without prior notice or meeting with the Union, the City shall

provide such notice and opportunity to meet at the earliest practical time following the action taken thereon.

16.101 Use of City Facilities

The Union shall be allowed use of space on available departmental bulletin boards for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. This privilege may be revoked in the event of abuse after the City Manager consults with representatives of the Union. Solicitation for membership or other internal employee organization business shall be conducted during the non-duty hours of all employees concerned.

City buildings and other facilities may be made available for use by employees or the Union or their representatives in accordance with such administrative procedures as may established by the City Manager or department heads concerned.

16.112 Introduction of New Equipment

In the event of the introduction of new machinery or new processes the City will provide suitable training for those employees whose job assignments require operation or maintenance of the new machinery or processes.

~~16.13 Examinations~~

~~A regular employee competing in an open examination who successfully passes all phases of the examination shall receive five (5) additional points to be added to his/ her final score.~~

16.124 Examinations - Oral Boards

An authorized representative of the Employee Organization who is not an employee of the City may attend, as an observer, oral boards convened for the purpose of promotional examinations; provided the candidate requests in writing the presence of said observer.

16.1325 Seniority List

~~A. Seniority List Posting~~

The City will post and maintain on official bulletin boards a current seniority list by classification.

~~B. Utility Worker Seniority List~~

~~A seniority list for the classification of Utility Worker shall be maintained by program activity. The two program areas which utilize the Utility Worker classification are the Water Distribution Program and the Sewer Maintenance Program. Two independent seniority lists shall be maintained and called the Utility Worker-Water Distribution List and Utility Worker/Sewer Maintenance List. In the event of layoffs, layoffs shall be in accordance with the Layoff Section as set forth in this MOU.~~

16.1436 Training

A. ~~a)~~On the Job Training

Interested employees may receive, on an informal basis, on-the-job training for jobs in a higher classification. The D~~d~~epartment Director~~head~~ or a designated representative will designate situations for which such training is to be accomplished and such training shall be conducted so as not to interfere with operations.

B. ~~b)~~ Training Opportunities

Certain job assignments within a given classification may provide experience and training opportunities which serve to enhance the chances for promotion of employees performing such assignments. Prior to filling such job assignments, employees in the division where the assignment occurs shall be informed of the opening and be given an opportunity to request consideration for said assignment. Selection shall be limited, for the most part, to employees serving at or near entry level positions in the division and shall be based upon such factors as possession of minimum qualifications for the job assignment, previous experience and training relevant to the position, quality of work performance in present and previous assignments with the City, attendance, and demonstrated interest and aptitude for the position.

In addition, consideration shall be given to recommendations for selection made by representatives of the union which are consistent with the foregoing criteria. Final selection of employees for such jobs shall be at the discretion of the department head or his/ her designated representative, and shall not be subject to the grievance procedure in the Memorandum of Understanding. Where practicable and consistent with the City's requirement for the efficient and expeditious completion of the work to be performed, and where the assignment is of sufficient duration, the division head shall attempt to rotate additional qualified employees through long term assignments.

C. ~~c)~~ Training Recommendations

The City and Union shall continue, during the course of future Union/Management meetings, review and discuss training programs and training needs, and recommend proposed training activity to the City Manager.

D. ~~d)~~ Training for Water Pollution Control Facility Operators

Training will be made available to WPCF Operators to facilitate promotional opportunities to Lead Operator positions. Parties will meet periodically to discuss various aspects of the training program.

~~16.17 Personal Use of City Facilities and Equipment~~

~~Equipment Management employees are authorized personal use of the garage facility per this MOU section 16.17. Only authorized City personnel are permitted in garage facility after hours; no guests.~~

~~Use of the garage facility tools and standard equipment, i.e., lifts, lathes, welders, tire machines, diagnostic tools, etc. is authorized for after business hours use, for small personal projects. Employees using the facility must comply with all the safety practices for normal operation of tools and equipment, as well as wear personal protective equipment necessary for a specific task.~~

~~It is recommended that employees are not in the building alone for safety reasons. At a minimum, a family member or friend should be informed that the employee will be working in the shop.~~

~~Employees must bring all their own materials and parts. City items cannot be consumed for personal use.~~

~~All items and fluids must be disposed of in proper containers.~~

~~To eliminate any clutter, projects will not be left in the shop during normal business hours. When not being worked on, projects must be taken off the premises or kept in the employee's personal vehicle.~~

~~If a tool or piece of equipment is broken or damaged as a result of personal use, it must be repaired or replaced immediately at the employee's expense, to prevent any interruptions for City use.~~

~~When an employee has finished working, the area must be cleaned and tools and equipment returned to their normal location. Lights and equipment are to be turned off, and upon leaving, employees must ensure that all windows are closed and the shop is locked.~~

~~Non-compliance with this section of the Memorandum of Understanding may cause this privilege to be revoked.~~

16.15~~48~~ Pre-Retirement Counseling

The Human Resources Department will continue to make CalPERS brochures and forms, Great West distribution forms, and other information related to retirement options available to employees. ~~provide, u~~Upon request, staff will meet with ~~pre-retirement counseling for~~ employees to provide explanation of City administered benefits.

16.16~~59~~ Restrictions on Outside Work

Gainful employment outside of an employee's regular City position shall be subject to ~~prior written~~ approval by the City Manager ~~-~~or designee. Approval of outside employment may be granted for a period up to one (1) year. Employees wishing to continue outside employment must re-apply for approval each year. The City may deny an employee's application for outside employment which is incompatible with the employee's City employment or which is of such a nature as to interfere with satisfactory discharge of his or her regular duties. The City may revoke an employee's approved right to engage in outside employment which proves to violate the conditions of this provision. Violations of this Section shall be cause for disciplinary action. ~~in as much as the outside employment may be incompatible with his/her employment or may be of such nature as to interfere with the satisfactory discharge of his/her regular City duties.~~

16.17~~620~~ Employee Development

In the interest of providing bargaining unit employees with opportunities to enhance their ability to promote, the parties agree to the following:

~~——~~**Application Process**

For purposes of Transfer Requests, employees are encouraged to submit a resume to the hiring department, outlining their qualifications for the vacancy. Human Resources Department staff will provide consultation on resume preparation to employees as requested.

Training

1. ~~1)~~ The City agrees to offer Interviewing Skills training workshops up to two (2) times per fiscal year. Interested employees shall be released from their duties to attend such workshops upon making such a request to their supervisor, and contingent on available coverage.

2. ~~2)~~ The City's computer resources room shall be made available during regular workdays at 7:00 a.m., during the lunch period, and until 6:00 p.m.

Skills Enhancement Opportunities

Up to three (3) SEIU bargaining unit representatives (1 Clerical, 1 Confidential, 1 Maintenance), shall meet with the Human Resources Director and/or his or ~~/~~her designee for the purpose of identifying and promoting skill enhancement and developmental training needs for bargaining unit members, and to ensure that Transfer and Promotion processes are fairly administered.

Such skill enhancement and developmental training that may be offered may include but is not necessarily limited to computer; written and oral presentation; communication; interviewing; in addition to other employment-related training offered by the City. Career counseling assistance will continue to be available from the Human Resources Department.

16.18~~7~~~~21~~ Volunteer Programs

The Union recognizes the value of active volunteer participation in the City of Hayward; however, volunteers shall not be used to perform bargaining unit work. The parties shall meet as necessary to discuss the use of volunteers in the City.

~~16.1822 Community Benefit~~

~~In lieu of the Five Dollars ($5) per employee per year that the City previously contributed to the Central Labor Council Blood Bank of Alameda County in order to enroll members and their dependents in said Blood Bank, the City will contribute Five Dollars ($5) per year per employee on an equal basis, to the following charitable organizations:~~

~~Hispanic Community Affairs Council-Emergency Shelter Program~~

~~Friends of the Hayward Public Library Friends of the Hayward Animal Shelter~~

16.198923 Implementation of Department of Transportation Alcohol and Drug Testing Program

~~A.~~ The City will provide each supervisor and shop steward with a detailed checklist on steps to take when ordering an alcohol or drug test for reasonable cause, post-accident test, and random test.

A.

~~B.~~ Union stewards will attend supervisory training required in Section G. of Administrative Rule 1.91 for Public Works and Facilities Maintenance supervisors.

B.

C. ~~C.~~ A Union committee will be afforded site visits at any proposed collection site to observe the facilities prior to its use.

~~D.~~ A Union committee will be afforded a site visit at any proposed testing laboratory prior to its use, provided that it is local.

D.

~~E.~~ The Union will be allowed input into the selection of the Medical Review Officer assigned to Local 1021 cases.

E.

~~F.~~ The Union will be permitted to annually review records kept pursuant to this Administrative Rule and for grievance processing.

F.

~~G.~~ Eight hours additional training during the first twelve months will be provided to Public Works supervisors on addressing alcohol and drug issues in the work place. Union stewards will be permitted to attend the training.

G.

~~H.~~ A monthly meeting will be held with the Union stewards, Public Works management, and Human Resources Department to review the process and correct any problem areas.

H.

~~I.~~ The Union agrees that a clinician from Occupational Health Services will serve as the designated Substance Abuse Professional during the first six months. A Union committee will be afforded the opportunity to meet with the designated SAP from OES. The Union and City will mutually select a SAP.

I.

~~J.~~ St. Rose Industrial Medical Clinic will be the collection site and PharmChem Laboratories will be the testing facility for the first six months. The Union will have the right to provide input into the decision to continue St. Rose and/or PharmChem after six months.

J.

~~K.~~ Any employee taking a prescription medication that may impair the ability to safely perform assigned duties (including medications marked with a warning such as “may cause drowsiness”, “use caution when operating a motor vehicle or machinery”, etc.) shall immediately notify their supervisor that they are taking such a medication, but are not required to reveal the specific medication or purpose. The employee shall contact the Medical Review Officer directly to receive clearance to perform usual duties with medication.

K.

~~L.~~ An employee who is not on standby duty and is called in to work in an emergency shall notify the supervisor if the employee believes that he or she is not in a state of sobriety for the purpose of driving a commercial ~~vechicle~~vehicle. If sufficiently fit, the employee may be called in for emergency duty and not assigned to drive a commercial vehicle. There will be no penalty to the employee for providing such notice.

L.

M. ~~M.~~ The terms of this Agreement shall be subject to the grievance procedure. Either the Union or the City may re-open any portion of this agreement after one year.

16.2019~~2~~04 Court Referrals/Welfare Program

If the City participates in such programs, the City will meet and confer with the Union first to discuss the impact on the membership. Under no circumstance will program participants be used to replace City bargaining unit employees.

16.21015 Temporary Positions/Employment Agencies

Persons retained from employment agencies to fill vacant positions normally occupied by members of this bargaining unit will be subject to the same six (6) month limitation as temporary employees hired by the City to fill such positions. If the Union has reason to believe that the six (6) month limitation on temporary employment is not being observed, the City will furnish to the Union upon request a list of persons serving in temporary positions and the dates upon which they commenced employment.

16.22126 Light Duty Assignments

In the event the City desires to modify Administrative Rule 7.15, Light Duty Work Assignments, the City will discuss changes with the Union.

16.232327 Class A/B Driver's Licenses

The City agrees to continue the practice of paying for medical examinations required to secure a job-required Class A or B driver's license, and will continue to pay any fees above those fees imposed for a regular (Class C) driver's license.

17.00 SEPARABILITY OF PROVISIONS

17.01 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 Under-standing.

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. In the event the parties are unable to agree upon substitute provisions the dispute may at the request of either the City or the Union be referred to arbitration for settlement pursuant to the provisions of Section 15.03 hereof; but the power of the arbitrator shall be restricted and limited to determining a substitute provision to provide for the same specific objective and purpose of the provision rendered or declared illegal.

APPENDIX A

Classification Title	Hourly Salary Range A	B	C	D	E	Job Code
AIRPORT ATTENDANT	20.64	21.55	22.34	23.32	24.48	301
AIRPORT MAINTENANCEWORKER	27.57	28.58	29.70	30.94	32.21	303
BACKFLOW/CROSS CONNECTION TESTER	24.77	25.95	27.16	28.48	29.85	370
CROSS CONNECTION CONTROL SPECIALIST	29.47	30.49	31.69	33.00	34.31	376
ELECTRICIAN I	35.59	37.06	38.53	40.15	41.77	328
ELECTRICIAN II	39.14	40.70	42.30	44.09	45.92	329
EQUIPMENT MECHANIC I	26.85	28.20	29.63	31.10	32.62	310
EQUIPMENT MECHANIC II	29.49	30.87	32.43	34.13	35.82	312
EQUIPMENT OPERATOR	28.39	29.43	30.60	31.84	33.13	361
EQUIPMENT PARTS STOREKEEPER	24.78	26.09	27.35	28.72	30.17	307
EQUIPMENT SERVICE ATTENDANT	22.86	23.76	24.75	25.58	26.57	308
FACILITIES CARPENTER I	28.94	30.14	31.38	32.65	34.01	326
FACILITIES CARPENTER II	31.82	33.08	34.47	35.89	37.39	327
FACILITIES LEADWORKER	43.30	45.02	46.78	48.71	50.79	300
FACILITIES PAINTER I	29.07	30.24	31.47	32.79	34.08	324
FACILITIES PAINTER II	31.95	33.25	34.55	35.98	37.48	330
FACILITIES SERVICEWORKER I	21.42	22.20	23.08	24.03	24.88	318
FACILITIES SERVICEWORKER II	23.51	24.45	25.45	26.34	27.39	320
GROUNDSKEEPER I	25.81	26.84	27.97	28.93	30.08	338
GROUNDSKEEPER II	28.42	29.55	30.76	31.84	33.07	342
GROUNDSKEEPER III	32.41	33.72	35.08	36.56	37.99	343
LABORER	22.72	23.56	24.50	25.50	26.42	336
MAINTENANCE LEADER	29.00	30.13	31.38	32.48	33.73	360
MAINTENANCE WORKER	26.33	27.39	28.53	29.50	30.68	357
OPERATOR-IN-TRAINING	28.84	29.99	31.24	32.30	33.56	347
SENIOR AIRPORT MAINTENANCE WORKER	30.35	31.47	32.72	34.06	35.43	302
SENIOR EQUIPMENT MECHANIC	35.03	36.78	38.62	40.55	42.58	305
SENIOR MAINTENANCE LEADER	33.03	34.35	35.73	37.25	38.71	367
SENIOR SWEEPER EQUIPMENT OPERATOR	28.57	30.00	31.50	33.07	43.36	306
SENIOR UTILITY CUSTOMER SERVICE LEADER	33.63	34.98	36.37	37.91	39.42	378
SENIOR UTILITY LEADER	35.35	36.77	38.23	39.88	41.46	377
SENIOR UTILITY SERVICE REPRESENTATIVE	32.19	33.79	35.40	37.21	39.03	373
STOREKEEPER - EXPEDITER	25.86	26.93	27.94	29.01	30.13	371
STOREKEEPER - EXPEDITER	25.86	26.93	27.94	29.01	30.13	371
SWEEPER EQUIPMENT OPERATOR	27.09	28.00	29.12	30.36	31.56	362
TREE TRIMMER	29.16	30.32	31.55	32.67	33.95	340

UTILITIES MAINTENANCE MECHANIC	32.39	33.64	34.96	36.37	37.84	325
UTILITIES SERVICE WORKER	28.24	29.36	30.57	31.64	32.87	368
			Hourly Salary Range			**Job**
Classification Title	**A**	**B**	**C**	**D**	**E**	**Class**
UTILITY LEADER	31.06	32.30	33.64	34.82	36.16	374
UTILITY WORKER	28.24	29.36	30.57	31.64	32.87	372
WATER METER MECHANIC	28.64	29.74	30.97	32.24	33.53	375
WATER METER READER	25.60	26.61	27.70	28.71	29.85	369
WPCF LEAD OPERATOR	34.66	36.04	37.46	38.94	40.51	351
WPCF OPERATOR	31.51	32.77	34.08	35.41	36.84	350

APPENDIX B

Title	Date Signed	Final Disposition
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall, 2009-10	5/19/2009	Expired
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall, 2010-11	6/23/2010	Expired
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall, 2011-12	5/6/2011	Expired
Adjustments to Deferred Compensation Benefit for Affected Bargaining Units to Address Remaining City Revenue Shortfall for FY 2009	5/19/2009	Expired
Side Letter of Agreement, Allows Establishment of a Catastrophic Injury/Illness Time Bank for Employees Who Have a Dependent with a Severe and Disabling Illness/Injury and Limits Duration of Usage of Catastrophic Injury/Illness Leave	6/23/2010	Incorporated in City's Best Offer
Side Letter of Agreement, Adding a Provision to Provide up to a 5% Savings for FY 2011-2012 from the Bargaining Unit; Amending Salary Survey Provision; Providing a Provision to Adjust Salaries in 2012 Based on the Consumer Price Index with a Minimum and Maximum and Providing an Adjustment if the City is in a State of Economic Recovery; Amends Provision Related to Vacation Caps; and Extends MOU Contract Period to April 30, 2013	6/23/2010	Expired. Vacation section incorporated in City's Best Offer
Side Letter of Agreement, Amends Provisions for Salary Increases, Employee PERS Contributions, Deferred Compensation, VEBA, and Vacation Leave	4/17/2012	Incorporated in City's Best Offer
Side Letter of Agreement, Post Retirement Medical Benefit - Voluntary Employee Beneficiary Association (VEBA) Plan for Bargaining Unit Members	12/18/2008	Expired
Side Letter of Agreement, Voluntary Employee Beneficiary Association (VEBA) Plan	4/6/2012	Standalone Agreement
Side Letter of Agreement, Airport Pilot Program	8/14/2009	Expired

Side Letter of Agreement, Flextime Schedule	2/13/2008	Incorporated in City's Best Offer
Title	**Date Signed**	**Final Disposition**
Side Letter of Agreement, Equipment Mechanic Position	2/13/2008	City Completed as Agreed
Side Letter of Agreement, Mandatory Furlough for Affected Bargaining Units to Address Projected City Revenue Shortfall	12/10/2008	Expired
Side Letter of Agreement, Subcontracting	6/5/2000	Deleted
Side Letter of Agreement, Overtime Allocation	2/13/2008	Expired