

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
Between the CITY OF HAYWARD
and the HAYWARD POLICE OFFICERS' ASSOCIATION**

May 2008

The City of Hayward and the Hayward Police Officers' Association agree to amend the Memorandum of Understanding between the parties, as follows:

1.

Section 21.00 DURATION shall be amended to read:

This Memorandum of Understanding shall continue in full force and effect until; 12:01 a.m. July 1, 2015 and will be renewed from year to year thereafter unless either party shall give written notice to the other of a desire to revise or terminate this Memorandum of Understanding not less than ninety (90) days nor more than one hundred twenty (120) days prior to June 30, 2015 or June 30 of any year thereafter.

2.

Appendix A shall be amended to read:

Salary ranges shall be determined as follows: Base salary for all classifications covered by this MOU increased by the difference between the total compensation of a Hayward Police Officer and the average of the total compensation for Police Officer of the top four agencies based on a survey of salary and benefits. The percentage increase shall be determined by $(\text{Total compensation average of top four agencies} - \text{Total compensation of Hayward Police Officer}) / \text{Total compensation of Hayward Police Officer}$, rounded to the nearest .01%. Hayward may be included in the top four agencies should its compensation so indicate.

Bargaining unit salaries effective the pay period including July 1, 2008 shall be determined according to the above compensation survey, less 4% but in no case will the effective salaries be a reduction in the compensation level in effect on June 15, 2008.

Bargaining unit salaries effective the pay period including July 1, 2009 shall be determined according to the above compensation survey, less 3% but in no case will the effective salaries be a reduction in the compensation level in effect on June 15, 2009.

Bargaining unit salaries effective the pay period including July 1, 2010 shall be increased by 4% plus one-third of the positive difference between 4% and the maximum percentage determined according to the above compensation survey.

Bargaining unit salaries effective the pay period including July 1, 2011 shall be increased by 90% of the Consumer Price Index – All Urban Consumers for the San Francisco Bay Area for the 12 month period ending April 30, 2011 plus one-third of the positive difference between the 90% CPI adjustment and the maximum percentage determined according to the above compensation survey. If the Hayward Police Department is awarded full accreditation by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) by July 1, 2011, the CPI adjustment referred to above will be 100% rather than 90%.

Bargaining unit salaries effective the pay period including July 1, 2012 shall be increased by 90% of the Consumer Price Index – All Urban Consumers for the San Francisco Bay Area for the 12 month period ending April 30, 2012 or the maximum percentage determined according to the above compensation survey, whichever is greater. If the Hayward Police Department is awarded full accreditation by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) by July 1, 2011, the CPI adjustment referred to above will be 100% rather than 90%.

Bargaining unit salaries effective the pay period including July 1, 2013 shall be determined according to the above compensation survey.

Bargaining unit salaries effective the pay period including July 1, 2014 shall be determined according to the above compensation survey.

“Total compensation” shall mean top step base monthly salary; employer-paid member PERS contributions; uniform allowance; and education incentive pay applicable to all Police Officers.

Beginning with the salary survey effective July 1, 2013, “Total compensation” shall mean the top step base monthly salary; employer-paid member PERS contributions; uniform allowance, education incentive pay applicable to all police officers; and the amount the employer pays for premiums for family level health coverage. The amount to be included in the survey for health and welfare benefits for the City of Hayward police officers shall be the amount of the family premium for the health plan in which the plurality of the HPOA members are enrolled.

Surveyed agencies shall be: Santa Clara, Vallejo, Palo Alto, Richmond, Fremont, Berkeley, Daly City, San Mateo, Alameda, and San Leandro.

The salary surveys shall be completed by May 31 of each year of this MOU and include all salaries and benefits effective on July 1, of each year of this MOU, respectively and approved by the agency's board or council. If on October 1, or each year of this MOU, any of the above agencies reaches a settlement retroactive on or prior to July 1, of each year of this MOU respectively, thereby changing the average of the top four agencies, a one-time adjustment will be made no later than November 1st of each year respectively to salaries to reflect that change.

3.

Effective January 1, 2009, the maximum health plan premium paid by the City for active employees will be the family rate for Blue Shield HMO&EPO or Kaiser, whichever is greater.

If, in the future, PERS changes the availability of health plans offered through PEMHCA, it is the intent of the parties that the City will continue to pay the full family rate for health plan premiums which offer essentially the same coverage as Blue Shield does in 2008.

For employees enrolled in the PERSCare health plan on or before June 30, 2008, the City agrees to continue paying up to the full family plan premium through December 31, 2008, and in 2009 the City will pay one-half (1/2) of the difference between the greater of the Blue Shield HMO & EPO or Kaiser family plan rates and the PERSCare family plan rate, the employee being responsible for payment through payroll deduction of any remaining one-half (1/2) of the difference in rates.

4.

The City agrees to establish an irrevocable medical trust account to fund the liability related to retiree medical costs. The City's funding of the medical trust account is independent of the City's obligation to pay the wages and other economic benefits set forth in this MOU.

In the 2010-2011 fiscal year 1% of payroll will be contributed by the City to the retiree medical trust if closing 2008-2009 fiscal year General Fund revenue exceeds 2006-2007 fiscal year General Fund revenue.

In the 2011-2012 fiscal year 1% of payroll will be contributed by the City to the retiree medical trust if closing 2009-2010 fiscal year General Fund revenue exceeds 2007-2008 fiscal year General Fund revenue.

In the 2012-2013 fiscal year 1% of payroll will be contributed by the City to the retiree medical trust if closing 2010-2011 fiscal year General Fund revenue exceeds 2008-2009 fiscal year General Fund revenue.

In the 2013-2014 fiscal year 1% of payroll will be contributed by the City to the retiree medical trust.

In the 2014-2015 fiscal year 1% of payroll will be contributed by the City to the retiree medical trust.

5.

The City and the Association agree to meet and confer on the issue of retiree medical benefits in January 2011. Any modification to retiree medical benefits must be by mutual agreement of the parties.

6.

The City agrees to settle the Association's grievances regarding payouts at separation for accumulated sick leave, accumulated earned vacation, and earned compensatory time. Any employee separating from employment who is, at the time of separation, receiving permanent "educational" incentive payments in addition to their base pay shall receive such incentive pay on the amounts "cashed out" representing accumulated earned vacation, earned compensatory time, and payment for unused sick leave under the provisions of section 11.07 of the MOU.

7.

The City recognizes the necessity of maintaining sworn police staffing levels to adequately serve the needs and demands of the community, to reduce the incidence of crime, and to improve the perception of safety in our neighborhoods.

The City's goal is to maintain current sworn staffing levels and strive, in the future, as funds become available to increase sworn officer staffing levels, to improve our ability to be responsive to the community consistent with the long term strategic goals of the

department. This goal is to be attained based on the City's overall ability to pay for such staffing levels and within the context of staffing needs throughout the City and is directly supportive of the City Council's adopted priorities related to public safety.

Made and entered this 8TH day of May, 2008.

For the Hayward Police Officers' Association



For the City of Hayward



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