

# **Memorandum of Understanding**

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*between*

**CITY OF HAYWARD**

*and*

**POLICE MANAGEMENT UNIT**

**July 1, 2007 through June 30, 2012**

***Extended through June 30, 2015***

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING  
Between the CITY OF HAYWARD  
and the HAYWARD POLICE MANAGEMENT UNIT**

May 2008

The City of Hayward and the Hayward Police Management Unit  
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.

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2.

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.

3.

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.

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4.

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.

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5.

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.

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Made and entered this 15<sup>th</sup> day of May, 2008.

For the Hayward Police Management Unit

*P. Roberts* \_\_\_\_\_

For the City of Hayward

*[Signature]* \_\_\_\_\_

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## **SUMMARY OF PROVISIONS**

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Summary of provisions in the Memorandum of Understanding with the Police Management Unit covering the period July 1, 2007 through June 30, 2012.

Provisions of the 2005 extension are incorporated into the Memorandum of Understanding.

### **Salary Adjustments**

Salaries will be set annually effective July 1 of each year at 10% above Police Lieutenant.

### **Active Health Benefits**

The City will pay 100% of active employee health care premiums at the Kaiser family plan rate in exchange for matching the HPMA medical after retirement benefit to the HPOA Contract. Active employees selecting a more costly health plan will pay any additional costs.

### **Leaves**

Section 4.04, Short Term Absences; Section 8.00, Vacations; Section 9.00, Sick Leave language changes; Veba 12.09 Leave Conversion Plan

### **Holidays (Added)**

- 1/2 Christmas Eve Day (one half the regular shift length of the employee, Dec. 24)
- 1/2 New Year's Eve Day (one half the regular shift length of the employee, Dec. 31)

## TABLE OF CONTENTS

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<b>SUMMARY OF PROVISIONS .....</b>	<b>1</b>
<b>1.00 COMPOSITION OF POLICE MANAGEMENT UNIT .....</b>	<b>1</b>
<b>1.01 Composition of Police Management Unit.....</b>	<b>1</b>
<b>2.00 PROBATIONARY PERIOD.....</b>	<b>1</b>
<b>2.01 Appointments Subject to Probationary Period .....</b>	<b>1</b>
<b>2.02 Release of Probationer .....</b>	<b>1</b>
<b>2.03 Release Following Promotion .....</b>	<b>2</b>
<b>2.04 Effective Date of Regular Status .....</b>	<b>2</b>
<b>3.00 LAYOFFS &amp; RESIGNATIONS .....</b>	<b>2</b>
<b>3.01 Layoffs .....</b>	<b>2</b>
<b>3.02 Resignations .....</b>	<b>2</b>
<b>4.00 WORK SCHEDULES - ADMINISTRATIVE LEAVE.....</b>	<b>3</b>
<b>4.01 Work Week .....</b>	<b>3</b>
<b>4.02 Administrative Leave .....</b>	<b>3</b>
<b>4.03 Work Performed During Disaster .....</b>	<b>3</b>
<b>4.04 Short Term Absences .....</b>	<b>3</b>
<b>5.00 BENEFIT PLANS .....</b>	<b>4</b>
<b>5.01 Medical Insurance .....</b>	<b>4</b>
<b>5.02 Flexible Benefits Plan .....</b>	<b>4</b>
<b>5.03 Federal or State Health Plan .....</b>	<b>6</b>
<b>5.04 Alternate Benefits .....</b>	<b>6</b>
<b>5.05 Dental Insurance.....</b>	<b>7</b>

5.06	Life Insurance .....	8
5.07	Disability Insurance.....	8
5.08	Vision Care.....	8
5.09	Medical Flexible Spending Account and dependent Care Spending Account.....	8
<b>6.00</b>	<b>SALARY ADMINISTRATION.....</b>	<b>9</b>
6.01	Salary Administration Policy .....	9
6.02	Salary at Time of Employment .....	9
6.03	Eligibility for Advancement in Pay .....	9
6.04	Attaining Advancement .....	10
6.05	Use of Performance Ratings in Determining Whether Step Advancement is Merited .....	10
6.06	Withholding Step Advancements.....	10
6.07	Change in Pay Upon Promotion.....	10
6.08	Change in Pay Upon Demotion .....	10
6.09	Change in Pay Upon Reclassification .....	10
6.10	Acting Pay .....	11
6.11	Salaries.....	11
6.12	Payment of Employees' PERS Contributions.....	11
6.13	Bilingual Pay .....	12
6.14	Special Assignment Positions.....	12
<b>7.00</b>	<b>HOLIDAYS .....</b>	<b>12</b>
7.01	Holidays Observed By the City .....	12
7.02	Holiday-New Year's Eve .....	13
7.03	Holiday-Christmas Eve .....	13
7.04	Payment for Holidays Worked.....	13

<b>8.00</b>	<b>VACATIONS .....</b>	<b>14</b>
8.01	Vacation Leave Policy .....	14
8.02	Vacation Leave Allowance.....	14
<b>9.00</b>	<b>SICK LEAVE .....</b>	<b>15</b>
9.01	Sick Leave Policy .....	15
9.02	Sick Leave Allowance.....	16
9.03	Sick Leave Notice and Certification .....	16
9.04	Sick Leave Records.....	17
9.05	Payment for Unused Sick, Vacation and Holiday Leave .....	17
<b>10.00</b>	<b>MISCELLANEOUS LEAVES .....</b>	<b>18</b>
10.01	Bereavement Leave .....	18
10.02	Jury Leave.....	19
10.03	Military Leave.....	19
10.04	Industrial Disability Leave .....	19
10.05	Leave Without Pay .....	19
10.06	Leave of Absence.....	20
10.07	Absence Without Leave.....	20
10.08	Family and Medical Leave.....	20
10.09	Pregnancy Disability Leave.....	20
10.10	Castrophic Injury/IllnessTime Bank.....	21
<b>11.00</b>	<b>MISCELLANEOUS ALLOWANCES.....</b>	<b>22</b>
11.01	Police Education Incentive Program .....	22
11.02	Educational Reimbursement .....	22
11.03	Uniform Maintenance .....	22
11.04	Uniform Allowance.....	22

**12.00 MISCELLANEOUS PROVISIONS .....23**

**12.01 Notification of Address.....23**

**12.02 Restrictions on Outside Work.....23**

**12.03 Employee Health and Medical Examinations .....23**

**12.04 Safety Equipment .....23**

**12.05 Conversion of Compensatory Time .....24**

**12.06 Americans with Disabilities Act (ADA).....24**

**12.07 Disability Retirement Advance Payments.....24**

**12.08 Deferral of Certain Payments Due on Retirement.....25**

**12.09 Leave Conversion Plan.....25**

**12.10 Duration.....27**

**APPENDIX A - SIDELETTER.....28**

**APPENDIX B - Sick Leave Payout.....33**

# MEMORANDUM OF UNDERSTANDING

*between*

**CITY OF HAYWARD**

*and*

**POLICE MANAGEMENT UNIT**

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On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and the Police Management Unit made and entered into this Memorandum of Understanding. It is understood and agreed that this Memorandum of Understanding supersedes and replaces the Memorandum of Understanding made and entered into July 1, 2000 by and between the City of Hayward and the Police Management Unit.

## **1.00 COMPOSITION OF POLICE MANAGEMENT UNIT**

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### **1.01 Composition of Police Management Unit**

The Police Management Unit shall be comprised of the following classifications of employment and any other classification of employment which may hereafter be assigned to the Police Management Unit by the City Manager in accordance with the provisions of the City of Hayward Personnel Rules governing unit determination and modification:

Police Captain

## **2.00 PROBATIONARY PERIOD**

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### **2.01 Appointments Subject to Probationary Period**

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

### **2.02 Release of Probationer**

During the probationary period an employee may be released at any time without right of appeal. Written notice of release designating the effective date of such action shall be furnished the probationer.

## **2.03 Release Following Promotion**

Any employee released during the probationary period following promotion shall be reinstated at the former salary step to his or her former position or a position in the class from which promoted unless the reason for release is cause for dismissal. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he or she has satisfactorily served. If any employee is caused to be released by such action, employee shall be placed on a reemployment register for the classification from which he or she was released. Any employee who is released during a probationary period following promotion shall retain appeal rights to dismissal from the City but not the right to appeal the release from the position from which demoted.

## **2.04 Effective Date of Regular Status**

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

## **3.00 LAYOFFS & RESIGNATIONS**

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### **3.01 Layoffs**

Whenever there is a lack of work or lack of funds requiring reduction in a department or division of the City government, the required reduction shall be made in such job class or classes as the Department Head may designate, provided that employees shall be laid off in the inverse order of their relative length and quality of service, as determined by rules governing the evaluation of service. Within each affected job class, all provisional employees shall be laid off before probationary employees, and all probationary employees shall be laid off before any regular employees.

Layoff to the next lower class is authorized provided that the employee to be laid off has previously served in said lower class and whose original date of appointment to that class predates at least one employee presently serving therein.

### **3.02 Resignations**

Any employee wishing to leave the employ of the City in good standing shall file with the Department Head at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Human Resources Director with a statement by the Department Head as to the resigned employee's service performance. Failure of the employee to submit his or her written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment with the City.

## **4.00 WORK SCHEDULES - ADMINISTRATIVE LEAVE**

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### **4.01 Work Week**

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

### **4.02 Administrative Leave**

The City Manager is authorized to grant up to 80 hours of Administrative Leave with pay each year as compensation, in part, to an employee who in the performance of his or her duties is required to work additional hours substantially in excess of the customary 40-hour week. Additionally, the City Manager may, upon request, authorize additional Administrative Leave beyond the 80-hour limit for employees who are required to work an extraordinary number of additional hours over an extended period of time because of extremely unusual circumstances.

### **4.03 Work Performed During Disaster**

Employees who are required to work during a declared civil emergency shall not receive additional compensation for hours worked in excess of their regular work day or work week. All employees shall have the duty and obligation to perform emergency work upon request of proper authority declaring such emergency.

### **4.04 Short Term Absences**

Employees who are absent from work for a portion of the work day or work shift shall under no circumstances suffer any loss of income by reason of such an absence. In the event an employee has exhausted all credited vacation leave, administrative leave, and accrued compensatory time, a short term absence as defined above will be covered by advancing administrative leave the employee would be entitled to use in the following year. If a short term absence is occasioned by illness or non-occupational injury and the employee has exhausted all credited sick leave, vacation leave, administrative leave, and accrued compensatory time, the absence shall be covered by an advance of administrative leave as herein provided. The amount of administrative leave used in advance shall be sufficient to prevent any income loss, and amounts so advanced shall be deducted from the employee's administrative leave for the following year. Advances will continue to be made as necessary for the purpose of this section even though they may exceed the amount of administrative leave the employee is entitled to use in the following year. In such instances deductions of advanced leave amounts shall be made in subsequent years. Any "negative" administrative leave balance which may exist upon termination of employment shall be forgiven. For the purpose of this section, administrative leave shall be provided to those employees who are not otherwise qualified to receive it in order to avoid income loss by reason of short term absences.

The maximum amount of Administrative Leave that can be advanced is 160 hours within any ten year period. This provision is only available to regular employees who have satisfactory performance and who have worked for the City of Hayward for at least five years. Leave must be approved by the City Manager.

## **5.00 BENEFIT PLANS**

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### **5.01 Medical Insurance**

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

Effective January 1, 2003, the City shall contribute up to \$249.31 per month for each active employee, each eligible retired employee, or the eligible survivor of a retired employee who subscribes for coverage under the City's health plans. Effective January 1, 2004, the City's contribution shall increase to \$261.31 per month. Effective January 1, 2003, eligibility for City payment for retiree medical as set forth above, shall be limited to those former employees who retire from the City of Hayward directly from active employment, after serving a minimum of 10 years with the City of Hayward.

In the event PERS requires a minimum employer payment in excess of the amounts recited above, the City shall pay such additional amounts during the term of this resolution only.

Effective January 1, 2008, the City shall contribute up to the Kaiser North single party rate for each eligible retired employee or the eligible survivor of a retired employee who subscribes for coverage.

### **5.02 Flexible Benefits Plan**

The City shall continue in effect a Flexible Benefits Account for each full-time employee in regular or probationary status who is enrolled in one of the PERS medical insurance plans offered by the City. The City shall make monthly payments to each employee's Flexible Benefit Account in an amount which, when combined with contribution amounts specified in Section 5.01 of this resolution is sufficient to pay up to 100 percent of the premium required of the employee by reason of enrollment and the enrollment of eligible dependents, if any, in a PERS medical insurance plan. Such supplemental payments shall be paid for the remaining term of the agreement only.

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 the 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.

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 costs 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 sum of the City's contributions pursuant to the provisions of Sections 5.01 and 5.02 of this agreement exceed the premium rate for the PERS medical insurance plan in which the employee is enrolled.

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

The monies in an employee's Flexible Benefits Account shall be used only for payment of premium charges for the PERS medical insurance program in which the employee is enrolled.

Under the Flexible Benefits plan the City will not treat the employee's share of premium payments for the PERS medical insurance program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

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

Each employee shall be responsible for providing immediate written notification to the Human Resources Director of any change to the number of his or her dependents which affects the amount of the City's payment to the Flexible Benefits Account. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to

which he 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. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Director. No retroactive increases to the City's payments shall be allowed.

### **5.03 Federal or State Health Plan**

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this resolution, the City is required to pay contributions or taxes for hospital-medical, dental care, prescription drug, or other health benefits to be provided employees under such federal or state act, the City's obligation to furnish the same benefits under the Hospital Medical-Surgical-Dental Care and Prescription Drug Plans shall be suspended and the contributions agreed to be paid monthly hereunder by the City under Sections 5.01 and 5.02 of this resolution 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 that provided under Sections 5.01 and 5.02, 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 5.01, and 5.02. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under Sections 5.01 and 5.02, and the benefits provided under any federal or state plan as supplemented in the manner herein above 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 by the terms of this agreement.

### **5.04 Alternate Benefits**

Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Sections 5.01 and 5.02 of this resolution. These options shall be available only to those employees for whom no City contribution is made towards premiums for such insurance because the employee is covered under group medical insurance from a source other than the City of Hayward. The employee may direct that the City's contribution be applied to payment of premiums for group insurance policies held by the employee by reason of professional affiliation, training or nature of the position of employment with the City or be paid in cash. Cash payments, if any, shall be reported to the Internal Revenue Service as

compensation subject to income tax withholding. Each employee shall be solely and personally responsible for any tax liability that may arise out of the implementation of the Alternate Benefits. The monthly alternate benefit amounts to be provided employees are:

Employee Only.....	\$150
Employee & One Dependent.....	\$270
Employee & Two+ Dependents.....	\$350

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.

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

## **5.05 Dental Insurance**

The City shall purchase dental insurance coverage for full time employees, other than temporary and provisional employees, and their eligible dependents. The City's contribution towards the purchase of insurance offered by Delta Dental or a successor plan shall not exceed \$82.00 per employee per month, and the City contribution towards purchase of insurance offered by MIDA or a successor plan shall not exceed \$33.28 per employee per month except as provided below.

Benefits under the Delta Dental plan shall include the following: 100 percent payment of diagnostic and preventative services; 80 percent payment for other basic services, and crowns and cast restorations; 70%percent payment for prosthodontics; 50 percent payment for orthodontics (adults and children). Deductibles each calendar year shall be \$25 per person with a maximum of \$75 per family. Maximum benefit payments shall be \$2000 per year for each patient except for orthodontics which shall carry a \$2,000 lifetime maximum benefit per patient.

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

### **5.06 Life Insurance**

The City shall pay the cost of providing each employee with a group term life insurance policy equal to one times annual gross salary. The policy shall 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 nor the requirement to demonstrate evidence of insurability.

### **5.07 Disability Insurance**

The City shall continue in effect, at no cost to the employee, the Long Term Disability Insurance policy with Mutual Benefit Life, or any other such successor program which provides essentially comparable benefits. This program shall provide disability benefits based upon two-thirds of an employee's current gross salary.

### **5.08 Vision Care**

The City shall purchase vision care insurance for employees and their eligible dependents. The plan shall require a \$15.00 deductible, and shall provide for an eye examination, lenses and frames once per year.

The City's contribution towards the purchase of this insurance shall not exceed \$12.13 per employee per month except as provided below. In the event the premium rate charged by the vision care insurance carrier is increased such that it exceeds the maximum contribution amount listed above, the City shall pay the additional amount on behalf of employees for the remaining term of this agreement only.

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

### **5.09 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 \$2500 for medical expenses and \$5000 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.

## 6.00 SALARY ADMINISTRATION

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### 6.01 Salary Administration Policy

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

HPMA classifications shall be placed 10% above the Police Lieutenants so that top step Captain is 10% above top step Lieutenant. Salary adjustments shall be effective retroactive to the payroll period which included July 1, 2007. Employees on payroll when the contract is approved by the City Council shall be eligible for the retroactive payment.

### 6.02 Salary at Time of Employment

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

### 6.03 Eligibility for Advancement in Pay

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

<u>Step</u>	<u>Time-in-Step</u>
A	6 months
B	6 months
C	1 year
D	1-1/2 years
E	---

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing job duties, advancement may be made prior to completion of the above time-in-step requirements. When a pay range consists of less than five steps the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first five days of the period; otherwise, 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 requirements outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from his or her accumulated time-in-step.

#### **6.04 Attaining Advancement**

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

#### **6.05 Use of Performance Ratings in Determining Whether Step Advancement is Merited**

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have been earned and should be recommended to the City Manager.

#### **6.06 Withholding Step Advancements**

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

#### **6.07 Change in Pay Upon Promotion**

When employees are promoted, they shall normally 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, or they would be eligible for step advancement shortly in their previous position, they may receive the next step in the salary range of the new position which is immediately above their present salary. When no advancement in salary is granted on promotion, employees may be allowed to carry forward time-in-step accumulation.

#### **6.08 Change in Pay Upon Demotion**

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

#### **6.09 Change in Pay Upon Reclassification**

When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, employee shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the next step immediately above his or her present salary. When recommended by the Department Head and approved

by the City Manager, additional advancement may be granted. If no change in salary is granted, the employee may be allowed to carry forward time-in-step accumulation.

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 employee's current rate is below the maximum step of the new range, employee shall continue at his or her present salary and carry forward time-in-step accumulation. If the employee's current rate exceeds the maximum step of the new range, salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

## **6.10 Acting Pay**

Employees may be assigned to perform the duties of a higher classification on an "acting" basis when in the judgment of the Department Head a need exists for work to be performed in such higher classification.

"Acting" assignments shall only be made by the Department Head and the employee shall be provided with a written notice assigning employee to the higher classification on an "acting" basis.

Employees assigned in accordance with the foregoing to perform the duties of a higher classification on an "acting" basis for a period of 5 consecutive days or more shall receive "acting" pay retroactive to the first day of such assignment. Employees qualifying for "acting" pay shall receive the salary step of the higher classification which represents an increase over the employee's present salary step, or a 5 percent increase over the employee's present salary step, whichever is the greater. In no event shall the acting pay rate exceed the maximum range for the higher classification.

Employees who qualify for acting pay shall be compensated at their acting pay salary level during periods of approved leave with pay, which occur while they are on acting assignment.

## **6.11 Salaries**

Captain Salary Steps with 13.21% Increase

1 <sup>st</sup> Step	\$59.67
2 <sup>nd</sup> Step	\$62.65
3 <sup>rd</sup> Step	\$65.78
4 <sup>th</sup> Step	\$69.08
5 <sup>th</sup> Step	\$72.52

## **6.12 Payment of Employees' PERS Contributions**

The City shall contribute to the Public Employees' Retirement System (PERS) each pay period 9 percent of the employee contribution rate required by PERS. Contributions made pursuant to this section shall be reported to PERS

as "employee contributions being made by the contracting agency." Said contributions shall not apply in the case of temporary or provisional employees.

The aforesaid contribution shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, education incentive pay, or the City's contributions to PERS; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contribution into account for the purpose of salary comparisons with other employers.

The City will not treat these contributions 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 therefor.

Effective July 1, 2001, the City shall amend its contract with PERS to reflect a change from the 2% @ 50 retirement benefit formula, to the 3% @ 50 retirement benefit formula.

### **6.13 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 to the satisfaction of the Chief of Police or his/her designee, shall receive bilingual pay in the amount of \$30 per pay period.

### **6.14 Special Assignment Positions**

Special Assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Selection of employees to said positions and removal therefrom shall be made by the City Manager upon recommendation of the Department Head. An employee so assigned shall receive a salary increment not to exceed 10% of employee's present salary.

## **7.00 HOLIDAYS**

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### **7.01 Holidays Observed By the City**

The following days shall be holidays for all employees:

- 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)
- 1/2 Christmas Eve Day (one half the regular shift length of the employee, Dec. 24)
- Christmas Day (December 25)
- 1/2 New Year's Eve Day (one half the regular shift length of the employee, Dec. 31)

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

## **7.02 Holiday-New Year's Eve**

Employees shall be allowed the last half, four hours off on the work day immediately preceding New Year's Day except in those years when New Year's Day is observed on Monday. In the event New Year's Day is observed on a Monday, the City shall in each such year credit each employee with four hours of vacation leave in lieu of the aforementioned holiday.

## **7.03 Holiday-Christmas Eve**

Employees shall be allowed the last half, four hours off on the work day immediately preceding Christmas Day.

In addition to the foregoing, employees shall be allowed an additional four hours off on either one of the work days specified in Sections 7.02 and 7.03. An equivalent credit to vacation leave will be provided to those employees who are unable to be released on either one of these days.

## **7.04 Payment for Holidays Worked**

All work performed on a holiday shall be compensated for by equivalent time off at a later date except as provided below.

Employees shall be compensated with holiday pay in the pay period in which the designated holiday occurs as follows: Employees assigned to a 5/8 shift

schedule shall be entitled to 8 hours holiday pay. Employees assigned to a 4/10 shift schedule shall be entitled to 10 hours holiday pay. Compensation shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status when a designated holiday occurs, that employee shall receive holiday pay on that day in lieu of the paid leave which would otherwise apply.

## **8.00 VACATIONS**

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### **8.01 Vacation Leave Policy**

Vacation leave is a right; however, the use of same shall be approved by the Department Head or City Manager 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 employee and the City, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

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

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

### **8.02 Vacation Leave Allowance**

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

- a. Up to five years of service: 3.08 hours per payroll period.
- b. From five years to nine years of service: 4.62 hours per payroll period.
- c. From nine years of service: 6.15 hours per payroll period.
- d. From twenty years of service: 7.69 hours per payroll period.

Vacation leave can be accrued but shall not be granted during the first six months of service. When an employee begins his or her seventh month of continuous, satisfactory service, the proportionate vacation leave earned shall be posted to the employee's credit from the initial date of employment. The increases in vacation leave allowance shall be granted on the basis of full-time, continuous service. Vacation leave records shall be maintained on an hourly basis, and leave shall be taken in periods of not less than one hour.

As an exception to the foregoing, the City Manager is authorized to place a new management employee at a position in the vacation schedule which recognizes that said employee has left a similar position with another employer where he or she had substantial vacation benefits.

Vacation leave shall continue to be earned during other authorized leaves with pay. When a holiday falls during an employee's absence on vacation leave, it shall not be deducted from his or her accrued leave. If an employee leaves the employ of the City prior to the end of the calendar year, reconciliation of vacation leave earned and taken to date of termination shall be made. If the employee owes the City for unearned leave, the actual time shall be deducted from final pay. Leave time earned but unused at date of termination shall be added to final pay.

No employee shall be allowed to maintain a balance of unused vacation leave in excess of twice his or her yearly allowance. Exceptions may be permitted on approval of the Department Head and the City Manager. In granting such exceptions the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause the same to be deducted from an employee's balance. 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.

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

## **9.00 SICK LEAVE**

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### **9.01 Sick Leave Policy**

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

Employees shall whenever possible make appointments for medical, dental, and other health and wellness purposes on non-work time. If this is not possible, sick leave may be used for these purposes for a minimum period of one hour 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 a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner as defined by California Labor Code 233. Up to half of an employee's annual sick leave accruals per calendar year may be used as family sick leave by full-time employees.

Authorization to use additional sick leave for family illness beyond the five days maximum may be granted by the City Manager when in his or her judgment circumstances warrant the same. If an employee exhausts his/her sick leave, the employee may apply for another eligible paid or unpaid leave as provided for in this Memorandum of Understanding. If no other leave is approved, the leave will be documented as Unauthorized Leave Without Pay. No sick leave accruals will be credited in advance. Sick leave will not be earned while on an unpaid leave.

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

## **9.02 Sick Leave Allowance**

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. 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. Employees shall receive an annual sick leave allowance of 96 hours. Employees shall earn sick leave credits in accordance with the foregoing schedule from their initial date of employment and shall be entitled to the use of sick leave upon completion of three months of continuous, full-time satisfactory employment. There shall be no limit upon the number of hours of unused sick leave which may be accumulated by an employee.

## **9.03 Sick Leave Notice and Certification**

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

Employees shall file a personal certification with their supervisor if required by their department head or his/her designee. After five working days' absence, the employee's supervisor may require a physician's certificate. If employees become ill while on vacation, periods of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In case of frequent use of sick leave employees may be requested to file a physician's certification for each illness, regardless of duration. A physician's certificate needs to include the name and signature of the attending physician, the date and time the employee was seen by the physician, and the physician's certification that the illness or injury was of such nature to prevent the employee from performing his/her job. Employees may also be required to take an examination by a physician designated by the City and to authorize consultation with their own physician concerning their illness. Sick leave shall not be granted for absences caused by intoxication or excessive use of alcoholic beverages.

As an exception to the foregoing, sick leave may be authorized for the treatment of alcoholism or substance addiction when such condition has been diagnosed by a competent medical authority.

#### **9.04 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. If at time of separation an employee owes the City for unearned sick leave, the actual time shall be deducted from final pay. Upon separation of employee, sick leave allowance for which payment has not been made shall be cancelled, and shall not be restored if a former employee is reinstated.

#### **9.05 Payment for Unused Sick**

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

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

Effective July 1, 2007, the amount of payment for unused sick leave shall be based on the accumulated unused sick leave balance at the time of separation, times the employee's hourly rate on the date of separation, times the number of years of continuous service, times the percentage factor from the following table, plus applicable incentive pay adjustments.

- 0% to 25% of maximum eligible sick leave accrual = 0%
- 25.01% to 75% of maximum eligible sick leave accrual = 1%
- 75.01% or more of maximum eligible sick leave accrual = 1.25%

To provide for the occurrence of anomalies in the sick leave usage patterns of employees, when computing the unused sick leave balance used to determine the percentage of payment as specified above, the largest number of hours of sick leave used by the employee in any single calendar year during their continuous employment shall be added to the accumulated unused balance at separation. This figure shall be used solely for determining the percentage of payout. The actual payout shall be based on the accumulated balance of unused sick leave on the date of separation.

To accommodate the differing lengths of workdays based on the various work schedules, adjustments are required in fairly administering this section since all employees accrue sick leave at the same rate and those working shifts of more than 8 hours use sick leave at a rate greater than those assigned to 8-hour days. Appendix "B" which is attached hereto and incorporated herein details the number of hours required to obtain the various sick leave payout

percentages based on the employee's work schedule and the number of years of service.

Effective July 1, 2007, and to the extent not prohibited by state or federal laws or regulations, if the employee designates that the payout be designated for deposit in an approved tax-deferred plan for use for future medical expenses, the percentage factors shall be as follows:

- 0% to 25% of maximum eligible sick leave accrual = 0%
- 25.01% to 75% of maximum eligible sick leave accrual = 1%
- 75.01% or more of maximum eligible sick leave accrual = 1.50%

Participation in the Leave Conversion Plan established pursuant to Section 19.01 of this Memorandum of Understanding shall meet the requirements above for designation in an approved tax deferred plan for use for future medical expenses.

For the purpose of this computation, an employee's hourly rate of pay shall be the employee's annual salary divided by 2080 hours.

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.

## **10.00 MISCELLANEOUS LEAVES**

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### **10.01 Bereavement Leave**

All full-time employees other than temporary and provisional employees shall be granted bereavement leave with pay for not more than three 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 funeral of the deceased.
- b. The employee is responsible for or involved with funeral arrangements 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, employees will be required to certify to the Department Head or a designated representative the conditions for granting bereavement leave have been satisfied. Upon presentation of such a request the Department Head shall determine whether leave shall be granted and in what amount. Additional bereavement leave for travel purposes not to

exceed five calendar days may be granted by the Department Head when circumstances warrant the same.

## **10.02 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.

## **10.03 Military Leave**

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

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give their Department Head and the City Manager an opportunity, within the limits of military requirements, to determine when such leave shall be taken.

## **10.04 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 will be allowed time off as provided under Section 10.6 - Leave of Absence. Employees may elect to use their own personal paid leave. If any paid leave is used, the employee must contact Payroll and integrate the leave with any temporary disability benefits paid under this Act, so that compensation does not exceed 100% of an employee's regular pay.

## **10.05 Leave Without Pay**

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

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

## **10.06 Leave 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 year. Total unpaid leave of absence shall not exceed the equivalent of one year during any two-year period. Examples of leaves which may be granted pursuant to the provisions of this section include medical leaves, educational leaves, parental leaves, and leave for any other purpose promoting the good of the service. Whenever granted, such leave 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 depleted before this leave is taken. If Leave of Absence is used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the state or federal leave entitlement. If an employee is unable to return to work and has exhausted all of his/her leave entitlements, the employee may be retired for disability or separated. No benefits will be provided during this period except as provided below. Health coverage may be continued but at the employee's own cost.

Employees who are out on a bona fide work related injury or illness will be placed on a Leave of Absence. However, employees on workers' compensation continue to receive health benefits but are still responsible for any out of pocket expenses.

## **10.07 Absence Without Leave**

No employee shall be absent without leave except in case of sickness and emergency which prevents the employee from providing notification. Within twenty-four (24) hours of the time required to report for duty an employee shall notify his or her department head of inability to report. Failure, without cause, to give this proper notification or to report for duty as scheduled after a leave has expired shall be cause for disciplinary action.

## **10.08 Family and Medical 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.

## **10.09 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.

## 10.10 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).

## **11.00 MISCELLANEOUS ALLOWANCES**

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### **11.01 Police Education Incentive Program**

Hayward Police Departmental Order 3-304 dated July, 1996 is hereby incorporated in, and made a part of, this Memorandum of Understanding.

### **11.02 Educational Reimbursement**

The City shall maintain a fund of \$1500.00 per year for reimbursement of costs related to educational and/or professional development. A maximum of \$750.00 of this fund shall be available to each employee who qualifies under Administrative Rule 2.5, Educational Reimbursement.

### **11.03 Uniform Maintenance**

The City shall, for all employees, replace or repair without cost to the employee any worn or damaged uniform shirt or pants which, in the judgment of the City, are no longer serviceable. For all other items of uniform purchased by employee which are severely or irreparably damaged in the line of duty, the City will continue to reimburse employees on a prorated basis for replacement items.

### **11.04 Uniform Allowance**

An annual uniform allowance of \$440.00 shall be paid to each employee in the following manner:

1. For all eligible employees hired prior to January 1, 1970, a claim for the payment of uniform allowance shall be prepared during the month of October of each year and submitted for approval.
2. For each eligible employee hired after January 1, 1970, a claim for payment shall be submitted during the month in which the anniversary date of employment with the City occurs, and annually thereafter.
3. The foregoing procedure in paragraph 2 above shall apply to those employees who separate from employment with the City, and are subsequently reinstated or rehired.
4. In cases where items of uniform are severely or irreparably damaged in the line of duty, provision is made for direct reimbursement on a pro-rated basis for replacement items.

## **12.00 MISCELLANEOUS PROVISIONS**

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### **12.01 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, no later than ten days after such change of address.

### **12.02 Restrictions on Outside Work**

Gainful employment outside an employee's regular City position shall be considered a privilege subject to regulation and not a right. No employee shall engage in a gainful occupation outside the City position which is incompatible with the City employment or which is of such a nature as to interfere with satisfactory discharge of his or her regular duties. Any employee who wishes to engage in or accept such employment may do so after having first obtained written approval of the City Manager or a designated representative. Violation of this section shall be cause for disciplinary action.

### **12.03 Employee Health and Medical Examinations**

When in the judgment of the Department Head and the City Manager, an employee's health or physical condition may have an adverse effect on the performance of duties, or affecting safety or health of fellow employees, employee may be required to undergo a medical examination at City expense.

On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated for the duties of the position, and may take whatever action he or she deems appropriate. The determination and resultant action may be the subject of appeal to the Human Resources Board for its review and recommendation.

Those employees designated by the City Manager shall also undergo, at City expense, routine medical examinations. The frequency of these examinations and the examining physician shall also be designated by the City Manager.

### **12.04 Safety Equipment**

The following items shall be issued by the city to each member and replaced when, in the judgment of the city, they are obsolete or unserviceable.

Police Identification Card	Ring, 4 Keepers, 1 Key Keeper
Badge	Batons: one long, one short
Building Key	Rain Coat & Pants
Handgun w/3 Magazines or Speed loaders	Cap Piece
Flashlight	Whistle
Radio & Case	Riot Helmet
Handcuffs & Case	Tie Tack
Holster	Duty Ammunition

Double Magazine Pouch  
Lined Equipment Belt, Baton  
Body Armor

Mace & Case  
Citation Holder

## **12.05 Conversion of Compensatory Time**

An employee promoted from another representation unit to a classification in the Police Management Unit will be afforded the one-time option to cash out all or a portion of accrued compensatory time off at the hourly rate immediately prior to the promotion or immediately prior to an acting appointment in the Police Management Unit; or the employee may elect to transfer the cash value of the compensatory time to the Deferred Compensation Plan pursuant to Plan rules; or the time may be retained on the books for use at a later date.

Compensatory time left on the books may be used for paid leave on an hour-for-hour basis.

Time left on the books may be cashed out only upon separation. The value shall be the current hourly rate on the date of separation of the classification held prior to promotion into the Police Management Unit, excluding any acting appointment in the Police Management Unit.

Employees with compensatory time left on the books at the effective date of this MOU shall have a one-time opportunity to cash out, which must be executed by October 1, 1995.

This section shall apply to all Police Management classifications regardless of the date of promotion.

## **12.06 Americans with Disabilities Act (ADA)**

The City and the Police Management Unit 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 ADA which are in potential conflict with any provision of this agreement, the Police Management Unit will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

## **12.07 Disability Retirement Advance Payments**

The City shall make monthly advance payments in a timely manner for disability retirement pursuant to Labor Code Sec. 4850.3 and Government Code Sec. 21293.1. Such advance payments shall continue for up to nine (9) months or until such time as the employee receives his or her initial PERS warrant, whichever occurs first. There shall be added to the advance payment issued by the city, an amount required to be paid by the provisions of this Police Management Unit Agreement to the retiree for medical coverage. The City shall notify the affected employee prior to the effective date of retirement

of his or her right to continue the medical coverage and to obtain the City's contribution towards same.

## **12.08 Deferral of Certain Payments Due on Retirement**

An employee who separates from service and is at the time eligible for early, normal, late, or disability retirement under the Public Employees' Retirement System (PERS) may elect, in accordance with this section, to defer receipt of any payments that would normally be made in lieu of unused leave. An election under this section must be made in accordance with the following rules:

- A. The election must be made when the employee notifies the City or PERS of the date of retirement but not less than two weeks before the employee's actual date of retirement. It may be changed or revoked, but any election in effect one year before retirement will be applied, regardless of any subsequent attempt to change or revoke it.
- B. The election applies to payments that employees would otherwise receive upon separation from service in lieu of unused sick leave, vacation leave, compensatory leave, or other leave.
- C. The employee may elect to defer all or any portion of the payments specified in subsection B above. The amount deferred may be expressed as a percentage of the total payment or as a dollar amount not to exceed the total payment.
- D. The election must specify a date on which the deferred amount is to be paid. The specified date of payment may be no later than one year after the employee's date of retirement. Only a single date of payment may be specified. The date may be expressed as a fixed date (such as "January 1, 1999") or as a date determinable by reference to the date of retirement (such as "12 months after retirement" or "January 1 following the calendar year of retirement").
- E. If an employee does not separate from service on or before the date of payment specified in subsection D above or is not eligible for retirement under PERS at the time of separation from service, the deferral election is automatically revoked. A new election may be made only in accordance with subsection A above.
- F. No interest will be paid on amounts deferred under this section.
- G. Upon the death of a retired employee who has made a deferral election under this section but has not yet received payment, the deferred amount will be paid to the beneficiary determined under the provisions of PERS.

## **12.09 Leave Conversion Plan**

An employee who separates from service and is at the time eligible for early, normal, late, or disability retirement under the Public Employees' Retirement System (PERS) may elect, in accordance with this section, to defer receipt of any payments that would normally be made in lieu of unused leave by participating in the approved Leave Conversion Plan.

The City agrees to contract with a third party as provider of a Voluntary Employee Beneficiary Association (or other plan) approved by the Internal Revenue Service and the Franchise Tax Board to administer the Leave Conversion Plan. The City's selection of a third party provider shall be subject to the Association's approval.

Upon execution of the agreement between the City and the plan administrator, Section 12.08, above, shall become non-operative.

Such plan shall be optional so that each employee may choose whether or not to participate in the plan and to designate their level of participation (as a percentage of their payout) in the plan.

Election to participate in the Leave Conversion Plan must be completed at least 90 days prior to retirement.

If the VEBA Trust allows for participation in the plan at times during employment with the City, in addition to the period immediately preceding separation from employment from the City, the City agrees that employees may participate in the plan by making periodic voluntary contributions through payroll deduction to the extent permitted by the VEBA Trust and applicable law.

**12.10 Duration**

This agreement is intended to provide authorization for salaries, benefits, and other terms and conditions of employment for the period July 1, 2007 through June 30, 2012, or until this agreement is thereafter amended or rescinded by the City Council.

**POLICE MANAGEMENT UNIT:**

*P. Rivera*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF HAYWARD:**

\_\_\_\_\_  
\_\_\_\_\_

Made and entered into this 15<sup>th</sup> day of May, 2008.

APPENDIX A - SIDELETTER

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# HAYWARD POLICE DEPARTMENT

## DEPARTMENTAL PROCEDURE NUMBER 3-304

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- I. **SUBJECT:** POLICE EDUCATION INCENTIVE PROGRAM
- II. **PURPOSE:** The purpose of this procedure is to establish guidelines for participation in the Police Education Incentive Program.
- III. **BACKGROUND:** This program is designed so that Officers (Police Officers, Detectives, Sergeants, Lieutenants and Captains) can prepare themselves to meet the challenges presently confronting law enforcement agencies. A high degree of excellence is required by all Officers in view of the social, legislative, technical, and judicial changes that reflect the need for such a program.

The experienced officer will be better qualified to meet these challenges if he or she can improve their skills by participating in academic training and specialized training programs.

Additional compensation will be provided to those Officers who qualify.

IV. **PROCEDURE:**

A. Eligibility

1. Officers must have at least four years full time experience as a Police Officer of the Hayward Police Department at the time eligibility is established. Officers passing Police Officer probation with the Hayward Police Department and possessing at least four years full-time experience as a Police Officer with another California Police agency may also apply for admission to the program. Said applications will be approved by the City Manager or his/her designee.
2. Persons holding the following ranks will be eligible to participate: Police Officer, Detective, Sergeant, Lieutenant and Captain.
3. Eligibility periods shall be computed as follows:

a. Officers whose fourth anniversary falls between January 1 and June 30 shall be eligible on July 1 providing they have completed necessary program requirements during the preceding twelve months. Thereafter, re-certification, as required shall take place during the following twelve month period.

b. Officers whose fourth anniversary falls between July 1 and December 31 shall be eligible on January 1 providing they have completed necessary program requirements during the preceding twelve months. Thereafter, certification as required shall take place during the following twelve month period.

c. Officers qualifying for "permanent" compensation under the provisions of this program shall be entitled to receive such compensation effective with the first pay period following completion of the requirements therefor.

#### Qualification Requirements

1. Officers must complete a minimum of 50 hours of approved study and training during each qualification-period as defined above.

2. Approved Study and Training.

a. Officers may take courses in accredited public or private schools, colleges or universities if the courses are identified as courses that would improve their efficiency, knowledge or competency in the performance of their duties or are acceptable credits toward a college degree.

b. Enrollment in correspondence courses and educational television courses may be approved providing such courses are acceptable for credit toward a college degree by a college or university with maximum accreditation from the Western Association of Schools and Colleges. Such courses must also be consistent with the general aims and requirements of the program.

c. Three semester, four quarter or more units of approved public school, college or university work shall be equivalent to 50 hours of classroom study. Credit for special classroom study or training provided by the department or another law enforcement agency

3-304

may be combined with college enrollment to obtain the required 50 hours only upon approval of the Chief of Police.

e. Officers who wish to enroll in an outside school, college or university must submit, in advance of enrollment, a report to the Personnel and Training Lieutenant the name of the school, the subject, the number of credits or units, the name of the instructor, and the class schedule for approval by the Chief of Police or his/her designee. Officers who wish to appeal the decision of the Chief of Police with respect to the suitability of intended training or course work, may do so by fully stating their position in writing to the Program Review Committee, whose decision shall be final.

f. Officers attending departmental training programs, outside schools, colleges or universities will be required to complete the selected course of study with a minimum grade of "C" or its equivalent. Transcripts or other official notification from the institution shall be furnished to the Personnel and Training Lieutenant. For non-graded courses or training programs, a certificate of completion together with evidence of satisfactory attendance shall be required.

#### **Additional Compensation**

1. Officers completing the approved study or training requirements during the appropriate qualification period shall receive additional compensation of 2 1/2% above the salary step currently held. Said compensation shall be paid for a twelve month period as defined in Section's IV-A-3-a or IV-A-3-b above.
2. The Professional Certification Program established by the California Commission on Peace Officer Standards and Training (POST) shall be made a part of this directive and all future revisions to the Professional Certificate Program shall automatically be incorporated herein.
3. An officer who obtains a POST Intermediate Certificate shall be entitled to additional compensation of 2 1/2% above the salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the officer is eligible for and submits his/her application for the POST Intermediate Certificate and the Incentive Pay

JULY, 1996 - PAGE 3

Request application to the Personnel and Training Bureau.

4. An officer who obtains a POST Advanced Certificate shall be entitled to additional compensation of 5% above the salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the officer is eligible for and submits his/her application for the P.O.S.T. Advanced Certificate and the Incentive Pay Request application to the Personnel and Training Bureau.

5. Officers who obtain either the Intermediate or Advanced Certificate may obtain an additional 2 1/2% salary increase by continuing their work in the program as set forth in paragraph C-1 above.

6. Officers who obtain an Advanced Certificate and who have been officers for ten (10) consecutive years or more with the Hayward Police Department shall be entitled to additional "permanent" compensation of 7 1/2% above the salary step currently held without the need to continue work in the program as required in C-1 above.

7. In no event shall any Officer receive an amount in excess of 7 1/2% by reason of his or her participation in the program.

D. Program Review Committee

1. A Program Review Committee consisting of the City Manager, Chief of Police, Personnel Director, or their designated alternates and two representatives of the Hayward Police Association shall be formed to assist in the administration of the program. The Personnel and Training Lieutenant shall serve as a non-voting advisory member of the committee. The committee shall resolve questions of eligibility, hear appeals from candidates with respect to acceptability of course work or training programs and decide any other questions which may arise in the administration of the program, or the interpretation of this Departmental Procedure. A quorum of three voting members shall be required, and decisions of the committee shall be by majority vote of those in attendance. Decisions made by this committee shall be final.

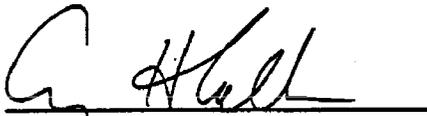
E. General Instructions

1. Each course of study or training must be approved in advance by the Personnel and Training Lieutenant.

3-304

2. All time spent in qualifying for the program shall be off-duty time and shall entail no cost to the City, nor shall compensation be received from any other source.
3. No credit will be given for mandatory training programs.

BY ORDER OF:



CRAIG H. CALHOUN,  
CHIEF OF POLICE



EFFECTIVE DATE

This Procedure Replaces Administrative Rule 2.6

JULY, 1996 - PAGE 5

AGREEMENT  
City of Hayward – HPMA

**APPENDIX B**

Sick Leave Payout

YEARS OF SERVICE	Required Accumulated Minimum Balance To Obtain Highest Payout			Required Accumulated Minimum Balance To Obtain 1% Payout		
	8 hour day	10 hour day	12.5 hour day	8 hour day	10 hour day	12.5 hour day
1	72.01	66.01	58.51	24.01	19.21	15.37
2	144.02	132.02	117.02	48.02	38.42	30.73
3	216.03	198.03	175.53	72.03	57.62	46.10
4	288.04	264.04	234.04	96.04	76.83	61.46
5	360.05	330.05	292.55	120.05	96.04	76.83
6	432.06	396.06	351.06	144.06	115.25	92.20
7	504.07	462.07	409.57	168.07	134.45	107.56
8	576.08	528.08	468.08	192.08	153.66	122.93
9	648.09	594.09	526.59	216.09	172.87	138.30
10	720.10	660.10	585.10	240.10	192.08	153.66
11	792.11	726.11	643.61	264.11	211.28	169.03
12	864.12	792.12	702.12	288.12	230.49	184.39
13	936.13	858.13	760.63	312.12	249.70	199.76
14	1008.14	924.14	819.14	336.13	268.91	215.13
15	1080.15	990.15	877.65	360.14	288.12	230.49
16	1152.16	1056.16	936.16	384.15	307.32	245.86
17	1224.17	1122.17	994.67	408.16	326.53	261.22
18	1296.18	1188.18	1053.18	432.17	345.74	276.59
19	1368.19	1254.19	1111.69	456.18	364.95	291.96
20	1440.20	1320.20	1170.20	480.19	384.15	307.32
21	1512.21	1386.21	1228.71	504.20	403.36	322.69
22	1584.22	1452.22	1287.22	528.21	422.57	338.06
23	1656.23	1518.23	1345.73	552.22	441.78	353.42
24	1728.24	1584.24	1404.24	576.23	460.98	368.79
25	1800.25	1650.25	1462.75	600.24	480.19	384.15
26	1872.26	1716.26	1521.26	624.25	499.40	399.52
27	1944.27	1782.27	1579.77	648.26	518.61	414.89
28	2016.28	1848.28	1638.28	672.27	537.82	430.25
29	2088.29	1914.29	1696.79	696.28	557.02	445.62
30	2160.30	1980.30	1755.30	720.29	576.23	460.98
31	2232.31	2046.31	1813.81	744.30	595.44	476.35
32	2304.32	2112.32	1872.32	768.31	614.65	491.72
33	2376.33	2178.33	1930.83	792.32	633.85	507.08
34	2448.34	2244.34	1989.34	816.33	653.06	522.45
35	2520.35	2310.35	2047.85	840.34	672.27	537.82
36	2592.36	2376.36	2106.36	864.35	691.48	553.18
37	2664.37	2442.37	2164.87	888.36	710.68	568.55
38	2736.38	2508.38	2223.38	912.36	729.89	583.91
39	2808.39	2574.39	2281.89	936.37	749.10	599.28
40	2880.40	2640.40	2340.40	960.38	768.31	614.65

COMPUTING THE SICK LEAVE PAYOUT PERCENTAGE

Accumulated sick leave balance at the time of separation \_\_\_\_\_  
The number of hours of sick leave used in the single highest use year + \_\_\_\_\_  
\_\_\_\_\_

Compare the total to the numbers in the line representing the number of full years of employment. Read down under the column for the length of your workday. \_\_\_\_\_

If your total above is equal to or greater than the corresponding number you will receive that percentage payout, based on your available accumulated sick leave balance.

Dated: 5-15-08

For HPMA:

P. Ruben

For the City of Hayward:

[Signature]