

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF HAYWARD
AND
HAYWARD POLICE OFFICERS ASSOCIATION

Representatives of the City of Hayward and the Hayward Police Officers Association (“HPOA”) have met and conferred in good faith to revise language to ensure compliance with CalPERS regulations related to the education incentive, longevity incentive, and POST certification pays and reflect the parties’ intent to pay individuals in accordance with Gov. Code Section 20636(c), CCR Section 571 and 571.1. To ensure compliance with CalPERS requirements, the parties agree to the terms contained in this Side Letter of Agreement (“Agreement”). The Agreement amends specific provisions of the current Memoranda of Understanding between the City and HPOA, through December 31, 2029 (the “HPOA MOU”). As part of these amendments, and in order to maintain cost neutrality to the extent possible, the incentive associated with a Bachelor’s degree has been removed. When combined with other incentives, it is not anticipated that current members will be impacted by this change.

Except where specifically modified below, all other terms of the HPOA MOU remains unchanged. Where conflicts exist between this Agreement and prior side letters or MOU language, this Agreement supersedes them for the duration specified. The terms become effective the first full pay period following City Council approval unless otherwise stated.

1) Effective July 1, 2024, Section 15.01 of the HPOA MOU will be replaced in its entirety as follows:

15.01 Police Education Incentive Program

This program is designed so that HPOA members that include Police Officers, Police Sergeants, and Police Lieutenants can prepare themselves to meet the challenges presently confronting law enforcement agencies. A high degree of excellence is required by all sworn officers in view of the social, legislative, technical, and judicial changes that reflect the need for such a program. An experienced police force and its well-educated leadership will be better qualified to meet these challenges if they can improve their skills by participating in academic training and specialized training programs. Additional compensation will be provided to those officers who qualify. The requirements are as follows:

A. Continuing Education Pay

The Hayward Police Department values members continuing their education. A member who initiates and completes a minimum of 50 hours of approved study and training as defined in this section during each rolling twelve (12) month period is eligible to receive two and one-half percent (2.5%) additional Continuing Education Pay for the pay period beginning immediately following the 12-month period. Increased compensation will be permanent for continuous and active enrollment with no lapses in attendance. The member is required to provide proof of enrollment in a course within 90 days of completion of such course. Failure to submit timely proof of enrollment may result in the revocation of additional permanent pay. Approved study and training include the following:

- a. Members 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/internet 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 and/or the Accrediting Commission of the Distance Education and Training Council (DETC). Such courses must also be consistent with the general aims and requirements of the program. All other accreditations will be evaluated by the Personnel and Training Manager.
- c. Three (3) semester units, four (4) quarter units or more 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 another law enforcement agency may be combined with college enrollment to obtain the required 50 hours only upon approval by the Personnel and Training Manager or their designee.
- d. Members who wish to enroll in an outside school, college or university must submit, in advance of enrollment, a report to the Personnel and Training Manager or their designee the name of the school, the subject(s), the number of credits or units, for approval by the Chief of Police or their designee. Members who wish to appeal the decision with respect to the suitability of intended training or course work, if denied, may do so by fully stating their position in writing to the Program Review Committee, whose decision shall be final.
- e. Members attending 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 notifications from the institution shall be furnished to the Chief of Police or designee within 90 days of course completion. For non-graded courses or training programs, a certificate of completion together with evidence of satisfactory attendance shall be required.

B. Master's Degree Incentive

A member who obtains or possesses a Master's degree shall be entitled to "permanent" compensation of two and one-half percent (2.5%) above the salary step currently held.

C. General Terms of Education Incentive Program

All employees receiving additional compensation under subsection (B) would also be eligible to receive the two and one-half percent (2.5%) as outlined in Subsection (A) provided they comply with the requirements of that Subsection.

Summary of Requirements and Pay Percentages for Educational Incentive Program		
Subsection	Degree	Max% Per Subsection
(b)	Master's Degree	2.5%
(a)	Additional % Allowed with Continuing Education ¹	2.5%

¹Can be combined with incentives earned under (b)

In no case will a member receive more than a total of five percent (5%) above the basic salary step currently held by reason of the members participation in the Educational Incentive Program.

A Program Review Committee consisting of the City Manager, Chief of Police, Human Resources Director, or their designated alternates and two representatives of the Hayward Police Management Unit shall be formed to assist in the administration of the program. The Personnel and Training Manager 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 MOU section or how it relates to the applicable departmental order. 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.

2) Effective July 1, 2024, Section 15.02 of the HPOA MOU will be amended as follows:

15.02 Longevity (Continuous Service) Pay

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for twelve (12) years or more shall be entitled to "permanent" compensation of five percent (5%) above the basic salary step currently held.

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for sixteen (16) years or more shall be entitled to "permanent" compensation of eight percent (8%) above the basic salary step currently held.

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for twenty (20) years or more shall be entitled to "permanent" compensation of eleven percent (11%) above the basic salary step currently held.

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for twenty-one (21) years or more shall be entitled to "permanent" compensation of twelve percent (12%) above the basic salary step currently held.

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for twenty-two (22) years or more shall be entitled to "permanent" compensation of thirteen percent (13%) above the basic salary step currently held.

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for twenty-three (23) years or more shall be entitled to "permanent" compensation of fourteen percent (14%) above the basic salary step currently held.

Bargaining unit members who have experience as a sworn law enforcement officer with the City of Hayward for twenty-four (24) years or more shall be entitled to "permanent" compensation of fifteen percent (15%) above the basic salary step currently held.

In no case will an employee receive more than a total of fifteen percent (15%) above the basic salary step currently held because of the employee's longevity with the City.

Payments under this provision shall begin on the employee's applicable anniversary date with the City and thereafter provided on an ongoing and continuing basis each pay period.

Employees receiving "permanent" additional compensation based on the Education Incentive structure in place prior to July 1, 2018 that is higher than the additional compensation they would be eligible for under the structure provided in this Section, ~~and~~ Section 15.01, Police Education Incentive Program, and Section 15.07 Peace Officer Standards and Training (POST) Certification Pay combined, effective July 1, 2018, will have their additional compensation frozen at its current level until such time that they would be eligible for a higher benefit under this Section, ~~and~~ Section 15.01, and Section 15.07 combined.

3) Effective July 1, 2024, Section 15.07 of the HPOA MOU will be added to the HPOA MOU and will provide as follows:

15.07 Peace Officer Standards and Training (POST) Certification Pay

The Professional Certification Program established by the California Commission on Peace Officer Standards and Training (POST) shall be made a part of this Agreement, and all future revisions to the Professional Certificate Program shall automatically be incorporated herein.

A member who obtains a POST Intermediate Certificate shall be entitled to additional compensation of six percent (6%) 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 their application for the POST Intermediate Certificate and their Incentive Pay Request to the Personnel and Training Bureau.

A member who obtains a POST Advanced Certificate shall be entitled to compensation of eight and one half percent (8.5%) above the basic 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 their application for the POST Advanced Certificate and their Incentive Pay Request to the Personnel and Training Bureau.

Under this Section, employees are only eligible to receive additional compensation under Subsections (a), and (b) provided in the table below. Employees cannot combine differentials under (a) and (b).

Summary of Requirements and Pay Percentages for POST Incentive Program		
Subsection	POST/	Max% Per Subsection
(a)	Intermediate POST	6%
(b)	Advanced POST	8.5%

In no case will a member receive more than a total of eight and one-half percent (8.5%) above the basic salary step currently held by reason of the members participation in the POST Professional Certification Program.

Impacts and Effects of Current MOU Language

CalPERS has determined the existing MOU Language conflicts with CCR section 571(a); and therefore, does not allow for the listed incentives currently received by employees to be counted as pensionable compensation. It was, and remains, the intent of the parties that the education incentive, longevity pay, and POST Certification pay be counted as special compensation and available to all members of the bargaining unit who meet the requisite qualifications.

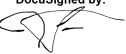
The parties to the current MOU have acknowledged CalPERS' assessment of existing contract language and have made the above adjustments in Sections 15.01, 15.02, and 15.07.

The Parties mutually agree to this Side Letter of Agreement and that it will be incorporated by reference to the current MOU and run with succeeding MOUs, unless incorporated into the body of future agreements.

For Hayward Police Officers Association:

Signed by:

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Manuel Troche, HPOA President

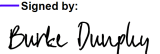
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Joseph Lucia, Chief Negotiator

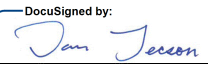
Dated 3/4/2026

For City of Hayward:

DocuSigned by:

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Jennifer Ott, City Manager

Signed by:

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Burke Dunphy, Chief Negotiator

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Ian Tecson, Director of Human Resources

Dated 3/24/2026