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# Memorandum of Understanding

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*between*

***CITY OF HAYWARD***

*and*

***HAYWARD POLICE MANAGEMENT UNIT***

**July 1, 2019 through June 30, 2023**

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# **MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF HAYWARD**

*and*

**HAYWARD POLICE MANAGEMENT UNIT**

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On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and the Hayward Police Management Unit, herein called "HPMU" 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 November 16, 2015 by and between the City of Hayward and the Hayward Police Management Unit. It is further understood and agreed that this Memorandum of Understanding supersedes and replaces all prior side letters and agreements between the parties with the exception of the Side Letter of Agreement regarding the Voluntary Employee Beneficiary Association (VEBA) Plan. Unless expressly incorporated into this Memorandum of Understanding, all prior side letters and agreements between the parties are deemed expired upon the effective date of this Memorandum of Understanding.

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

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

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

The Hayward 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 Hayward 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 one (1) year. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases.

### **2.02 Release of Probationer**

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, the 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 he or she was 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 Director 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 (1) 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 Director at least two (2) 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 Director of Human Resources with a statement by the Department Director 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**

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### **4.01 Work Week**

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

### **4.02 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 workday or work week. All employees shall have the duty and obligation to perform emergency work upon request of proper authority declaring such emergency.

### **4.03 Short Term Absences**

Employees who are absent from work for a portion of the workday 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, management leave, and accrued compensatory time, a short-term absence as defined above will be covered by advancing management 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, management leave, and accrued compensatory time, the absence shall be covered by an advance of management leave as herein provided. The amount of management leave used in advance shall be sufficient to prevent any income loss, and amounts so advanced shall be deducted from the employee's management 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 management 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" management leave balance which may exist upon termination of

employment shall be forgiven. For the purpose of this Section, management 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 Management Leave that can be advanced is one hundred and sixty (160) hours within any ten (10) 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 (5) years. Leave must be approved by the City Manager.

## **5.00 BENEFIT PLANS**

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### **5.01 Medical Insurance**

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

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

Because CalPERS may change carriers and plans, the City shall not be required to provide specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts with CalPERS for medical insurance benefits.

The City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the contribution provided to an active employee under this Section 5.01.

### **5.02 Flexible Benefits Allowance**

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

Each year, the City will review the premiums charged by CalPERS for employee +2 or more level insurance coverage (family coverage) under the Blue Shield HMO and Kaiser health insurance plans to determine the plan to be used for determining the amount of the City's contribution to the 125 Plan. Effective July 1, 2019, contributions will be the greater of A or B as defined below:

- A. If the premium for family level coverage under the Blue Shield HMO plan is greater than the premium for family level coverage under the Kaiser plan, the City's maximum employer contribution for participation in any plan, at any participation level (employee only, employee +1, or employee +2 or more) shall be equal to the premium for family coverage under the Blue Shield HMO plan, which includes the City's contribution pursuant to Section 5.01, Medical Insurance, above. The City's total contributions to an employee under the provisions of Section 5.01 and this Section shall be the family level premium cost for Blue Shield HMO coverage or the premium cost for the plan selected, whichever is less.
- B. If the premium for family level coverage under the Kaiser plan is greater than the premium for family level coverage under the Blue Shield HMO plan, the City's maximum employer contribution for any participation level of coverage (employee only, employee +1, or employee +2 or more) shall be equal to the premium for coverage under the Kaiser plan, which includes the City's contribution pursuant to Section 5.01, Medical Insurance, above. The City's total contributions to an employee under the provisions of Section 5.01 and this Section shall be the family level premium cost for Kaiser coverage or the premium cost for the plan selected, whichever is less.

Any reduction in the City's contribution to the 125 Plan shall be as the same percentage and/or flat dollar amount that is contributed by members of the Hayward Police Officers Association ("HPOA").

Contributions to an employee's flexible benefits account shall be used only for payment of those benefits that are available through the 125 Plan. The City will not treat any contributions made to the Flexible Benefits Plan as compensation subject to income tax withholding unless the Internal Revenue Service (IRS) and/or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed therefore.

Each employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her flexible benefits account are to be spent during the ensuing year.

Thereafter, no changes to designations so made shall be allowed until the enrollment of the following year, except for changes due to an eligible qualifying event.

Each employee shall be responsible for providing immediate written notice to the Director of Human Resources or designee of any change to the number of his or her dependents which would affect the amount of the City's payment to the flexible benefits account. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he or she is entitled, shall be liable for refunding the excess amount received via a reduction in the amount paid to employee's flexible benefit account in subsequent months. Changes to flexible benefit contributions associated with changes in an employee's number of dependents shall take effect at the start of

the first pay period in the month following the month in which notice of the change is received by the Human Resources Department. No retroactive increases to the flexible benefit allowance provided by the City shall be allowed.

### **5.03 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 Memorandum of Understanding. 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 .....	\$210
Employee & One Dependent .....	\$380
Employee & Two+ Dependents .....	\$500

For the purpose of this section, the term "dependent" shall mean a dependent eligible for coverage under a CalPERS 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.

### **5.04 Dental Insurance**

The City shall purchase dental insurance coverage for full-time employees, other than temporary and provisional employees, and their eligible dependents as provided in this Section.

For eligible employees who enroll in a City-sponsored dental plan, the City shall contribute an amount equal to one hundred percent (100%) of the monthly premium for dental insurance as determined by the employee's enrolled participation level in the City sponsored dental plan.

Currently, the City provides insurance coverage through a Delta Dental plan or United Concordia Plan. Details regarding benefits and covered services for each plan may be found in the current Delta Dental or United Concordia benefits summaries for the City of Hayward respectively.

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.

#### **5.05 Life Insurance**

The City shall pay the cost of providing each employee with a group term life insurance policy equal to two (2) 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.

#### **5.06 Disability Insurance**

The City shall continue in effect, at no cost to the employee, the Long-Term Disability Insurance policy with The Hartford, or any other such successor program which provides essentially comparable benefits. This program shall provide disability benefits based upon two-thirds (2/3) of an employee's current gross salary.

#### **5.07 Vision Care**

The City shall purchase vision care insurance for employees and their eligible dependents. The plan shall require a fifteen dollar (\$15.00) deductible, and shall provide for an eye examination, lenses and frames once every twelve (12) months.

The City's contribution shall be one-hundred percent (100%) of the monthly premium for vision coverage as determined by the employee's enrolled participation level in the City sponsored vision plan.

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.

#### **5.08 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 two thousand seven hundred and fifty dollars (\$2,750) for medical

expenses and five thousand dollars (\$5,000) for dependent care into the Plan. Each employee shall be solely and personally responsible for meeting provisions and requirements set forth in the regulations of Section 125 Plan and the Plan Administrator.

## **5.09 CalPERS Pension Benefits**

### **A. Employee CalPERS Contributions**

The City will continue to contract with CalPERS to provide a retirement program for bargaining unit members. Benefits shall include:

1. 3% at 50 benefit formula
2. Third Level of 1959 Survivor Benefits
3. Post-Retirement Survivor Allowance
4. One-Year Final Compensation
5. Military Service Credit as Public Service
6. Military Service Credit for Retired Persons
7. Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor

These benefit plans require an employee (or member) contribution of nine percent (9%) by police safety employees. Employees shall pay the full employee contribution of nine percent (9%) which shall be paid by the employee on a pre-tax basis.

The City is in the process of amending its contract with PERS to include the Pre-Retirement Option 2W Death Benefit for Classic and new members as defined by PEPPRA. This benefit will become effective upon completion of the contract amendment with PERS.

### **B. Cost Sharing of Employer Contributions**

As authorized by Government Code Section 20516 (Optional Benefits, Cost Sharing), employees shall share in the employer costs of providing pension benefits through CalPERS. The percentage of the employer contribution that will be shared by HPMU represented employees will be equal to the percentage shared by employees represented by HPOA.

Employees agree to continue contributing the same percentage of their salaries as paid by HPOA represented employees towards the City's employer contribution for CalPERS pension benefits. The HPMU waives its right to meet and confer with the City regarding the amount of any payments that will be made by employees towards the City's employer contribution for CalPERS pension benefits during the term of this agreement.

Any contributions provided by HPMU employees under this provision towards the employer contribution shall be in addition to the member contributions provided under subsection A above. The City will not treat any payments made towards the employer contribution as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that

the contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax that may arise out of the implementation of this provision or any penalty that may be imposed therefrom.

## **5.10 Supplemental Retirement Benefit**

The City will provide eligible employees who retire from the City (either due to a disability retirement or a service retirement) with a supplemental retirement benefit as provided below:

Employees who are appointed to an HPMU represented position will receive a supplemental retirement benefit that is equal to the Bay Area Kaiser single party premium rate, less the amount of any annuitant contribution provided under section 5.01 based on the following criteria:

1. The employee was hired into an HPOA represented position prior to May 1, 2012.
2. The employee is eligible for retirement and meets the vesting requirements.

Employees who did not hold an HPOA represented position prior to May 1, 2012 and are appointed to an HPMU represented position, will receive a supplemental retirement benefit equal to the premium for the individual's participation in a plan provided by CalPERS as an annuitant, less the amount of any annuitant contribution provided under section 5.01 above, up to a maximum benefit of \$508.30 per month.

The supplemental benefits provided under this section are paid in the form of cash to the retiree on a monthly basis. In order to receive a benefit under this provision, an employee must: (1) directly retire from active employment with the City; (2) have worked a minimum of ten (10) years with the City before direct retirement; and (3) begin receiving pension benefits from CalPERS within one-hundred and twenty (120) days of leaving City employment. Retirees are solely responsible for any tax consequences associated with the receipt of benefits under this Section.

## **5.11 Other Post-Employment Benefits (OPEB)**

Effective July 1, 2018, members shall resume contributions in the amount of one percent (1%) of base salary (excluding all special pays, incentive pays, etc.) to an irrevocable trust to fund the unfunded retiree medical obligations.

## **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.

The City agrees to maintain at minimum, a fifteen percent (15%) salary differential between the base salary of Police Captains and the base salary of Police Lieutenants.

The members of this unit recognize their role as executives within the Hayward Police Department. The City of Hayward's compensation philosophy ensures both internal and external equity.

Future salary discussions will be in alignment with the City's compensation structure for executives and will focus primarily on performance and internal and external market equity.

## **6.02 Salary at Time of Employment**

The City's Salary 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 (5) steps the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first five (5) 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 (1) 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 Directors or the City Manager shall be notified by the Director of Human Resources 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 Directors in determining whether step advancements have been earned and should be recommended to the City Manager.

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

Department Directors have the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. Department Directors 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 Directors 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, the 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 Director 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, the 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 Director a need exists for work to be performed in such higher classification.

"Acting" assignments shall only be made by the Department Director 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 five (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 five percent (5%) 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 Bilingual Pay**

Employees who are required in the performance of their duties to converse with the public in a language other than English, and who have demonstrated their competency in a second language through an oral fluency test administered by the Human Resources Department, shall receive bilingual pay in the amount of thirty dollars (\$30) per pay period.

Employees who are required in the performance of their duties to communicate in writing and/or translate official written documents in a language other than English and who have demonstrated their competency in a second language through a written fluency test administered by the Human Resources Department, shall receive bilingual pay in the amount of seventy dollars (\$70) per pay period.

No more than once every twenty-four (24) months, the Department Director or designee may require an employee receiving bilingual pay to demonstrate continued competency in a second language as a condition of continuing to

receive pay under this Section. Employees who do not demonstrate continued competency will cease receiving bilingual pay until such time competency is again demonstrated.

## **6.12 Special Assignment Positions**

Special Assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. 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 Director. An employee so assigned shall receive a salary increment not to exceed ten percent (10%) of his or her present salary.

## **6.13 Salary Adjustments**

Bargaining unit salaries effective the pay period including July 1, 2019 through the last day of the pay period preceding the pay period that includes July 1, 2020 shall not be increased and shall remain at the levels established for the 2018-2019 fiscal years.

Bargaining unit salaries effective the pay period including July 1, 2020 through the last day of the pay period preceding the pay period that includes July 1, 2021 shall be increased by 3%.

Bargaining unit salaries effective the pay period including July 1, 2021 through the last day of the pay period preceding the pay period that includes July 1, 2022 shall be increased by 3%.

The bargaining unit's base wage shall be increased the pay period including July 1, 2022 through the last day of the pay period preceding the pay period that includes July 1, 2023 shall be based on the established salary survey formula below but shall not exceed 5%.

### Salary Survey

The salary survey will determine the difference between the total compensation of a Hayward Police Captain and the average of the total compensation for Police Captain of the top four (4) agencies based on a survey of salary and benefits. The percentage shall be determined by  $(\text{Total compensation average of top four (4) agencies} - \text{Total compensation of Hayward Police Captain}) / \text{Total compensation of the Hayward Police Captain}$ , rounded to the nearest .01%. Hayward may be included in the top four (4) agencies should its compensation so indicate.

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

The salary survey shall be completed by May 31 of each year and include all salaries and benefits effective on July 1, of each year respectively, and approved

by the agencies board or council. If on October 1 of each year, any of the above agencies reaches a settlement retroactive on or prior to July 1 of that respective year, thereby changing the average of the top four (4) agencies, a one-time adjustment will be made no later than November 1 of that respective year to salaries to reflect that change. Even withstanding the exceptions outlined above, the salary survey itself shall be completed annually regardless of the years where salary adjustments are not linked to it. Unless otherwise negotiated, salary increases resulting from salary surveys shall not exceed five percent (5%).

For purposes of this agreement and any mutually agreed upon successor Memorandum of Understanding, "total compensation" shall mean the top step Captain base monthly salary; employer-paid member CalPERS contributions; total employee-paid voluntary cost sharing of employer CalPERS contributions; holiday pay; uniform allowance; education incentive pay applicable to all Police Captains; continuous service pay applicable to all Police Captains; employee-paid contributions towards the City's OPEB liability; employer contributions towards the employee's dental, life, LTD/STD, and vision care insurance premiums; and the amount the employer pays for premiums for family level health coverage. The amount to be included in the survey for family level health coverage for the City of Hayward Police Captains shall be the amount of the family premium for the health plan in which the plurality of the HPMU members are enrolled. The amount to be included in the survey for employee's dental, life, LTD/STD, and vision care insurance premiums shall be the maximum amount payable for each benefit by the respective Cities. The amount to be included in the survey for educational/POST incentive pay and continuous service pay shall be the maximum amount allowable for each incentive under each separate salary survey City's MOU.

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## **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)
- Indigenous Peoples' Day (second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)

- Friday after Thanksgiving Day (Friday following fourth 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 Payment for Holidays Worked**

Employees assigned to this Unit shall receive 6.73% additional compensation per pay period, calculated on their base pay only, in lieu of being allowed to take paid time off or accrue paid time off for a City holiday.

An employee who works on a designated City holiday as part of the employee's regular work schedule will not receive any additional compensation based solely on the day's designation as a City recognized holiday.

Employees who wish to take a holiday off will be required to use accrued vacation leave.

## **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 Director 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.

During the term of this agreement, employees may cash out up to forty (40) hours of accrued vacation leave each fiscal year. Requests for cash out must be

submitted in writing to the Payroll Department no later than the pay period that includes June 1<sup>st</sup>. Payout will be applied to a single biweekly payroll and employees will be responsible for all taxes associated with such payout.

To be eligible for cash out, employees must have a minimum of eighty (80) vacation hours accrued at the time of their request. In addition, employees must have used a minimum of eighty (80) vacation hours during the twelve (12) months preceding their request for cash out.

This provision will not extend beyond the term of this MOU; requests and/or payouts will not be accepted or processed beyond the pay period that includes June 1, 2024.

## **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 (5) years of service: 3.08 hours per payroll period
- b. From five (5) years to nine (9) years of service: 4.62 hours per payroll period
- c. From ten (10) years to nineteen (19) years of service: 6.15 hours per payroll period
- d. From twenty (20) years of service: 7.69 hours per payroll period

Vacation leave can be accrued but shall not be granted during the first six (6) 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. An employee may accrue vacation hours in excess of the applicable maximum vacation accrual cap during the calendar year, but employees may not carry vacation hours in excess of the cap into a subsequent calendar year. At the end of each calendar year, any unused

vacation hours in excess of the applicable accrual cap shall be forfeited, and the employees' vacation leave balance shall be reduced back to the cap. Exceptions may be permitted on approval of the Department Director and the City Manager. In granting such exceptions the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause the same to be deducted from an employee's balance. It shall be the responsibility of each employee to ensure the full use of vacation leave credits received by scheduling the necessary time off each year.

Unused vacation hours will be cashed out upon separation of employment, except that any hours accrued in excess of two (2) times an employee's annual accrual will be forfeited and will not be included in any cash-out upon separation.

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

## **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 Director 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 (1) hour and should not exceed four (4) hours except in unusual circumstances.

In addition to the foregoing, sick leave may be used as family sick leave to care for an ill or injured family member or to take a family member to a doctor appointment. A family member is a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner as defined by California Labor Code 233. Up to half (1/2) 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 (5) 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 (2) hours after the time set for reporting to work. Department Directors 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 Director or his/her designee. After five (5) 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



the 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 Leave**

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

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

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 20% of maximum eligible sick leave accrual = 0%
- 20.01% to 50% of maximum eligible sick leave accrual = 1%
- 50.01% to 75% of maximum eligible sick leave accrual = 2%
- 75.01% or more of maximum eligible sick leave accrual = 2.5%

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 eight (8) hours use sick leave at a rate greater than those assigned to eight (8) hour days. Appendix "A" 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.

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 20% of maximum eligible sick leave accrual = 0%
- 20.01% to 50% of maximum eligible sick leave accrual = 1%

- 50.01% to 75% of maximum eligible sick leave accrual = 2%
- 75.01% or more of maximum eligible sick leave accrual = 3%

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 (3) workdays upon the occasion of the death of a close relative or a domestic partner registered with the City in a manner prescribed by the Human Resources Department. When additional time is desired, employees may be allowed to take accumulated vacation leave or compensatory time due off. For the purpose of this section, a close relative is defined as any relation of the employee, by blood or marriage, where one or more of the following conditions are present:

- a. The employee will be attending the 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 Director or a designated representative the conditions for granting bereavement leave have been satisfied. Upon presentation of such a request the Department Director shall determine whether leave shall be granted and in what amount. Additional bereavement leave for travel purposes not to exceed five (5) calendar days may be granted by the Department Director when circumstances warrant the same.

### **10.02 Jury Duty 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 duty 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 Director 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 one hundred percent (100%) of an employee's regular pay.

#### **10.05 Leave Without Pay**

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

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

#### **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 (1) year during any two (2) 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 Director 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 sixteen (16) hours of the maximum allowed for their classification; then
  - 2. From other donors in random order, to be determined on a draw basis by the Human Resources Department.
  - 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 one hundred percent (100%) of their normally scheduled hours for any given pay period.
- f. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.
- g. Recipient employees shall be credited with up to forty (40) hours of donated time upon return to work, provided that sufficient hours remain in pledge status during the pay period immediately preceding the return to work date. All undonated, pledged hours exceeding forty (40) shall be returned to the respective 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).

## **10.11 Management Leave**

The City Manager is authorized to grant up to eighty (80) hours of Management 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 forty (40) hour work week. Additionally, the City Manager may, upon request authorize additional Management Leave beyond the eighty (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. All leave granted pursuant to this Section must be used no later than the last pay period of the respective calendar year in which it is received, otherwise it is forfeited.

Employees may cash out up to forty (40) hours of Management Leave each calendar year.

All requests for cash out shall be submitted through Employee Self Service (ESS) Time Entry (Leave Cashout-Management Leave); requests must be

processed and paid out on a paycheck date in the respective calendar year. For example, if a request is received for a pay period that ends in December of the respective year but results in a paycheck the following calendar year, this request will not be processed as the payout must occur on a paycheck in the respective calendar year. Payout will be applied to a single bi-weekly payroll and employees will be responsible for all taxes associated with such payout.

All leave granted pursuant to this Section must be used prior to separation of employment; otherwise it is forfeited.

## **11.00 MISCELLANEOUS ALLOWANCES**

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

Captains shall receive educational incentive in accordance with the terms as provided in the HPOA MOU, Section 15.01 (Police Education Incentive Program) and the Hayward Police Department's Policy regarding its Police Education Incentive Program.

### **11.02 Educational Reimbursement**

The City shall maintain a fund of one thousand five hundred dollars (\$1,500.00) per year for reimbursement of costs related to educational and/or professional development. A maximum of seven hundred and fifty dollars (\$750.00) of this fund shall be available to each employee who qualifies under Administrative Rule 2.5, Educational Reimbursement.

### **11.03 Continuous Service Pay**

Captains shall receive continuous service pay in accordance with the terms as provided in the HPOA MOU, Section 15.02 (Continuous Service Pay).

### **11.04 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 employees 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.

### **11.05 Uniform Allowance**

An annual uniform allowance of nine hundred dollars (\$900.00) shall be paid to each employee in the following manner:

1. Each employee's annual uniform allowance will be paid to them in equal installments (\$34.62 per pay period) over the twenty-six (26) biweekly pay periods.

2. In cases where items of uniform are severely or irreparably damaged in the line of duty, provision is made for direct replacement of said items.

To transition uniform allowance from an annual to a per pay period payment schedule, employees will receive a prorated payment to account for earned, but unpaid uniform allowance within two (2) pay periods of signing this agreement. Employees' prorated uniform allowance will be equal to \$16.92 (the biweekly equivalent of the previous annual uniform allowance of \$440), times the number of pay periods since they last received their annual uniform allowance until the pay period preceding the pay period that includes November 16, 2015.

## **12.00 MISCELLANEOUS PROVISIONS**

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### **12.01 Notification of Address**

All employees, including those on leave of absence, shall keep the Director of Human Resources informed as to their current home address at all times, no later than ten (10) 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 Director 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 the City's 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 Personnel Commission for its review and recommendation.

Those employees designated by the City Manager shall also undergo, at the City's 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: 1 long, 1 short
Building Key	Rain Coat & Pants
Handgun with 3 Magazines or Speed Loaders	Cap Piece
Flashlight	Whistle
Radio & Case	Riot Helmet
Handcuffs & Case	Tie Tack
Holster	Duty Ammunition
Double Magazine Pouch	Mace & Case
Lined Equipment Belt, Baton	Citation Holder
Body Armor	

## **12.05 Conversion of Compensatory Time**

An employee promoted from another representation unit to a classification in the HPMU, 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 HPMU; 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 HPMU, excluding any acting appointment in HPMU.

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

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

The City and HPMU 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, HPMU 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 Section 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 CalPERS 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 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 Health and Wellness Benefit**

The City will reimburse HPMU employees for expenses associated with health and wellness programs. This reimbursement may be used for recurring monthly fees associated with gym or health club memberships, fitness classes (such as yoga, Zumba, or similar), personal trainers, weight loss programs (such as Weight Watchers, Jenny Craig, or similar), short term or long term disability plans, life insurance, or other health and wellness related expenses. Requests must be made in writing and submitted with receipts. Requests for reimbursement must be submitted within ninety (90) days of payment by employee. All full-time HPMU employees shall be eligible to receive a maximum of one hundred (\$100) dollars per month for these purposes.

Expenses reimbursed under this program are subject to the approval of the Director of Human Resources and the City Manager. The City's decision to reimburse an employee is final and not subject to dispute.

## **12.09 Duration**

This agreement is intended to provide authorization for salaries, benefits, and other terms and conditions of employment for the period July 1, 2019 through 12:01 a.m. June 30, 2023, or until this agreement is thereafter amended or rescinded by the City Council, or until the parties complete good faith bargaining for a successor Memorandum of Understanding, unless a provision of this agreement or active side letter specifically states otherwise.

### **HAYWARD POLICE MANAGEMENT UNIT:**

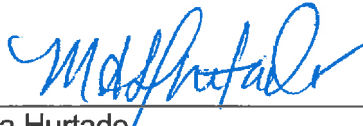


Bryan Matthews  
Police Captain



William Deplitch  
Police Captain

**CITY OF HAYWARD:**

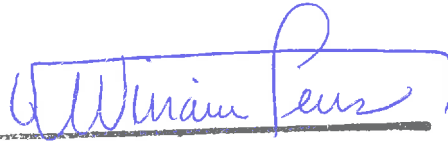


Maria Hurtado  
Assistant City Manager/Interim Director of Human Resources



Kelly McAdoo  
City Manager

Made and entered into this 2<sup>nd</sup> day of April, 2020.

ATTEST:   
Miriam Lens, City Clerk

AGREEMENT  
City of Hayward – HPMU

**APPENDIX A**

Sick Leave Payout

YEARS OF SERVICE	Required Accumulated Minimum Balance to Obtain 2.5% Payout			Required Accumulated Minimum Balance to Obtain 2% 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	8 hour day	10 hour day	12.5 hour day
1	72.01	57.61	46.09	48.01	38.41	30.73	19.21	15.37	12.29
2	144.02	172.82	92.17	96.02	76.82	61.45	38.42	30.74	24.59
3	216.03	172.82	138.26	144.03	115.22	92.18	57.63	46.10	36.88
4	288.04	230.43	184.34	192.04	153.63	122.90	76.84	61.47	49.18
5	360.05	288.04	230.43	240.05	192.04	153.63	96.05	76.84	61.47
6	432.06	345.65	276.52	288.06	230.45	184.36	115.26	92.21	73.76
7	504.07	403.25	322.60	336.07	268.85	215.08	134.47	107.57	86.06
8	576.08	460.86	368.69	384.08	307.26	245.81	153.68	122.94	98.35
9	648.09	518.47	414.78	432.09	345.67	276.54	172.89	138.31	110.65
10	720.10	576.08	460.86	480.10	384.08	307.26	192.10	153.68	122.94
11	792.11	633.68	506.95	528.11	422.48	337.99	211.31	169.04	135.24
12	864.12	691.29	553.03	576.12	460.89	368.71	230.52	184.41	147.53
13	936.12	748.90	599.12	624.12	499.30	399.44	249.72	199.78	159.82
14	1008.13	806.51	645.21	672.13	537.71	430.17	268.93	215.15	172.12
15	1080.14	864.12	691.29	720.14	576.12	460.89	288.14	230.52	184.41
16	1152.15	921.72	737.38	768.15	614.52	491.62	307.35	245.88	196.71
17	1224.16	979.33	783.46	816.16	652.93	522.34	326.56	261.25	209.00
18	1296.17	1036.94	829.55	864.17	691.34	553.07	345.77	276.62	221.29
19	1368.18	1094.55	875.64	912.18	729.75	583.80	364.98	291.99	233.59
20	1440.19	1152.15	921.72	960.19	768.15	614.52	384.19	307.35	245.88
21	1512.20	1209.76	967.81	1008.20	806.56	645.25	403.40	322.72	258.18
22	1584.21	1267.37	1013.90	1056.21	844.97	675.98	422.61	338.09	270.47
23	1656.22	1324.98	1059.98	1104.22	883.38	706.70	441.82	353.46	282.77
24	1728.23	1382.58	1106.07	1152.23	921.78	737.43	461.03	368.82	295.06
25	1800.24	1440.19	1152.15	1200.24	960.19	768.15	480.24	384.19	307.35
26	1872.25	1497.80	1198.24	1248.25	998.60	798.88	499.45	399.56	319.65
27	1944.26	1555.41	1244.33	1296.26	1037.01	829.61	518.66	414.93	331.94
28	2016.27	1613.02	1290.41	1344.27	1075.42	860.33	537.87	430.30	344.24
29	2088.28	1670.62	1336.50	1392.28	1113.82	891.06	557.08	445.66	356.53
30	2160.29	1728.23	1382.58	1440.29	1152.23	921.78	576.29	461.03	368.82
31	2232.30	1785.84	1428.67	1488.30	1190.64	952.51	595.50	476.40	381.12
32	2304.31	1843.45	1474.76	1536.31	1229.05	983.24	614.71	491.77	393.41
33	2376.32	1901.05	1520.84	1584.32	1267.45	1013.96	633.92	507.13	405.71
34	2448.33	1958.66	1566.93	1632.33	1305.86	1044.69	653.13	522.50	418.00

35	2520.34	2016.27	1613.02	1680.34	1344.27	1075.42	672.34	537.87	430.30
36	2592.35	2073.88	1659.10	1728.35	1382.68	1106.14	691.55	553.24	442.59
37	2664.36	2131.48	1705.19	1776.36	1421.08	1136.87	710.76	568.60	454.88
38	2736.36	2189.09	1751.27	1824.36	1459.49	1167.59	729.96	583.97	467.18
39	2808.37	2246.70	1797.36	1872.37	1497.90	1198.32	749.17	599.34	479.47
40	2880.38	2304.31	1843.45	1920.38	1536.31	1229.05	768.38	614.71	491.77

Dated: 3/22/2020

For HPMU:



Bryan Matthews  
Police Captain



William Deplitch  
Police Captain

For the City of Hayward:



Maria Hurtado  
Assistant City Manager/Interim  
Director of Human Resources



Kelly McAdoo  
City Manager

AGREEMENT  
City of Hayward – HPMU

**APPENDIX B**

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Salary Adjustment Reopener

In the event the Police Department experiences a reorganization in the department's sworn command staff structure during the term of the July 1, 2019 – June 30, 2023 Memorandum of Understanding, the parties agree to reopen the contract to negotiate on terms related to salary. This reopener shall only apply to those terms in the contract that relate to salary adjustments; all other contract terms shall remain in effect until the expiration of the current MOU on June 30, 2023.

The request of either party to reopen negotiations must be submitted in writing to the other party.

This reopener shall reopen discussions and the meet and confer process over salary terms. The reopener does not guarantee any changes to salary terms in the agreement that shall expire June 30, 2023 but guarantees the City and HPMU will meet and confer in good faith over salary terms.

**For HPMU:**

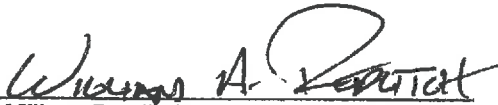
**For City of Hayward:**



Bryan Matthews  
Police Captain



Maria Hurtado  
Assistant City Manager/Interim  
Director of Human Resources



William Deplitch  
Police Captain



Kelly McAdoo  
City Manager

Dated 5/22/2020

Dated 4/2/2020