

**City of Hayward
and
Hayward Police Management Unit**

SIDE LETTER OF AGREEMENT

**Regarding: Cost Saving Measures to Address
City Revenue Shortfall for FY 2009-2010**

This side letter agreement is made between the City of Hayward (City) and the Hayward Police Management Unit to amend certain provisions of the current Memorandum of Understanding effective July 1, 2007 and extended through June 30, 2015 (hereinafter referred to as "2007-2015 MOU") between the parties regarding bargaining unit salaries, holidays and payment for holidays worked.

The City and the Hayward Police Management Unit agree that the terms of this Side Letter of Agreement shall become effective July 1, 2009. The parties also agree that the terms of this Side Letter of Agreement are limited to those specific items contained herein and that the separate sections of this Side Letter of Agreement shall expire as indicated herein. Upon expiration of the terms set forth below, the MOU provisions as amended through this side letter shall revert to their original terms as set forth in the 2007-2015 MOU unless the original terms have been deleted by the parties in this side letter.

1. Holidays

2007-2015 MOU Sections 7.00, 7.01, 7.02, 7.03 and 7.04 (Holidays and Holiday Pay) are suspended in their entirety and no longer effective beginning July 1, 2009; those sections shall be reinstated in their entirety and become effective again on July 1, 2010 through June 30, 2015.

1.A. Holidays (Effective July 1, 2009 through and including June 30, 2010)

For the period beginning July 1, 2009 through and including June 30, 2010, the following provisions shall apply in lieu of Sections 7.00 et seq. of the 2007-2015 MOU:

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Bargaining unit members assigned to a 4/10 work schedule shall each earn holiday leave time in lieu of the actual holidays as follows:

July 4, 2009 - 10 hours
September 7, 2009 - 10 hours
September 9, 2009 - 10 hours
October 12, 2009 - 10 hours
November 11, 2009 - 10 hours
November 26, 2009 - 10 hours
November 27, 2009 - 10 hours
December 24, 2009 - 5 hours
December 25, 2009 - 10 hours
December 31, 2009 - 5 hours

January 1, 2010 - 10 hours
January 18, 2010 - 10 hours
February 12, 2010 - 10 hours
February 15, 2010 - 10 hours
May 31, 2010 - 10 hours

Bargaining unit members assigned to a 5/8 work schedule shall each earn holiday leave time in lieu of the actual holidays at the rate of eight (8) hours instead of ten hours and four (4) hours instead of five hours.

Holiday leave time shall be posted to each bargaining unit member's holiday leave balance during the pay period which includes the dates specified above.

1.B. Holidays (Effective July 1, 2009 through and including June 30, 2011)

Bargaining unit members may use accumulated holiday leave time, on an hour-for-hour basis, in the same manner as accumulated vacation or compensatory time. Accumulated holiday leave time must be used not later than June 30, 2011. A bargaining unit member must submit his/her request for the use of the remainder of his/her holiday leave balance to the Chief of Police no later than April 1, 2011. Absent such a timely request, the Chief of Police will unilaterally schedule the remaining holiday hours to be taken by the employee, in whole shift increments whenever possible.

1.C. Holidays (Effective July 1, 2009 through and including June 30, 2010)

Bargaining unit members who have a holiday leave time balance of 30 hours or more on December 6, 2009 shall be paid for 30 hours of accumulated holiday leave time in their paychecks issued on December 11, 2009. The thirty hours shall be paid at the employee's straight time hourly rate and shall be deducted from the employee's holiday leave balance.

Bargaining unit members who have a holiday leave time balance of less than 30 hours on December 6, 2009 shall be paid for all hours of accumulated holiday leave time in their paychecks issued on December 11, 2009. The hours shall be paid at the employee's straight time hourly rate and shall be deducted from the holiday leave balance.

2. Vacations (Effective July 1, 2009 through and including December 31, 2011)

The parties agree to modify 2007-2015 MOU Section 8.02 (Vacation Leave Allowance) and increase by 110 hours the maximum balance of unused vacation leave maintained by a bargaining unit employee.

Executed on this 18TH day of August, 2009, at Hayward, California

For the City of Hayward:

For the Hayward Police Management Unit:



Gregory T. Jones
City Manager

 8/18/09

Bob Palermi

WR