

# Memorandum of Understanding

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*between*

**CITY OF HAYWARD**

*and*

**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

**December 2, 2021 through June 30, 2024**



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**MEMORANDUM OF UNDERSTANDING***between***CITY OF HAYWARD***and***HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City," and authorized representatives of the Hayward Association of Management Employees, herein called the "Association," 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 effective July 1, 2018 through June 30, 2021 by and between the City of Hayward and the Hayward Association of Management Employees. 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 and the Side Letter of Agreement regarding the 2021 furlough leave program (which expires the pay period including December 31, 2022 or sixty (60) days after the opinion date of the FY 22 CAFR). 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 state laws as well as local rules and laws including all ordinances, resolutions, Administrative Rules and Personnel Rules, and the Charter of the City of Hayward 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 RECOGNITION AND COMPOSITION**

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**1.01 Recognition**

The City recognizes the employee classifications subject to this Memorandum of Understanding and represented by the Hayward Association of Management Employees as being comprised of the classifications of employment listed in Appendix A to this Memorandum of Understanding and any other classification of employment which may hereafter be assigned by the City Manager or designee in accordance with the provisions of the City of Hayward Personnel Rules governing unit determination and modification.

## **1.02 No Discrimination**

There shall be no discrimination because of protected Association activities against any employee or applicant for employment by the Association, by the City, or by anyone employed by the City. Protected Association activities for the purposes of this Section are defined as those labor relations related activities permitted in accordance with applicable state laws, local ordinances, rules, and the Memorandum of Understanding.

## **1.03 Dues Deductions**

The City agrees to deduct one (1) month's current and periodic Association dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the City the payroll deduction authorization provided by the City for this purpose.

Any employee who elects to be a member of the Association and has a personal or moral objection to financially supporting public employee organizations may execute a payroll deduction authorization and thereby pay sums equal to the standard association dues each month to one of the following: Sunshine Fund – Hayward Animal Shelter Volunteers or Friends of the Hayward Public Library.

The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Association, and neither party shall exert any pressure on nor discriminate against an employee regarding such matters. The Association agrees it is obligated to represent all employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Association.

Employees may not revoke this authorization during the term of this Memorandum of Understanding; provided, however, that during the thirty (30) day period from December 1 through December 31 inclusive, employees may revoke their payroll deduction authorization and withdraw from membership in the Association.

The Association shall indemnify, defend, and hold the City of Hayward harmless against any claims made, and against any suit instituted against the City of Hayward on account of deduction of employee organization dues. In addition, the Association shall refund to the City of Hayward any amount paid to it in error upon presentation of supporting evidence.

## **1.04 Communicating with Employees**

The Association shall be allowed to use designated portions of bulletin boards, electronic media, or display areas in public Sections of City buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed relate to official organization business, such as times and places of meetings, and further provided that the Association appropriately posts and removes the information.

## **1.05 Use of City Buildings**

The Association shall be allowed the use of areas normally used for meeting purposes for meetings of City employees when:

1. Such space is available and its use by the Association is scheduled at least twenty-four (24) hours in advance;
2. Such use of the available space does not interfere with normal City operations;
3. The meetings are on matters within the scope of representation.

## **1.06 Advance Notice**

Except in cases of emergency, the City shall give the Association reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall give the Association the opportunity to meet with City representatives.

## **1.07 Management Rights**

The City has exclusive and inherent management rights with respect to matters of policy, which include, among others: the exclusive right to determine the mission of the City; to set standards of service; to determine the procedures and standards for selection for employment; to direct its employees, including scheduling and assigning work, work hours, and overtime; to take disciplinary action, subject to the requirements of applicable law; to establish employee performance standards and to require compliance therewith; to relieve its employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of City operations; to determine the methods, means, and the number and kinds of personnel by which City operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; to determine the content of job classifications; and to implement rules, regulations, and directives consistent with the law and the specific provisions of this Memorandum of Understanding. The City's exercise of the above listed rights shall be in accordance with the law and the specific provisions of this Memorandum of Understanding, including the provision regarding Advance Notice when applicable.

## **2.00 PROBATIONARY PERIOD**

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

All employees who are identified in Appendix A as being members of the classified service shall serve a probationary period as provided in this Section. The probationary period shall be regarded as a part of the selection process and shall be utilized for closely observing the employee's work and

for securing the most effective adjustment of a new employee to their position.

All appointments (other than temporary and provisional appointments) to full-time positions in the classified service, and appointments to part-time positions regularly scheduled to work twenty (20) or more hours per week, shall be subject to a probationary period. The regular period of probation shall be one (1) year, but longer periods may be specified in individual classification descriptions and shall apply to all positions in the classification. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager or designee in individual cases.

An employee promoted to a higher position who, at the time of promotion, is serving in such position in an acting or provisional status may have up to one (1) year of consecutive time served in acting or provisional capacity credited towards satisfaction of the probationary period for the promotional position. Actual time credited shall be determined by the City Manager or designee.

## **2.02 Release of Probationer**

During the probationary period, an employee in the classified service may be released at any time without right of appeal. Written notice of release designating the effective date of such action shall be furnished to the probationer. Persons employed in part-time positions scheduled for less than twenty (20) hours per week are excluded from the classified service and may be released at any time without right of appeal.

## **2.03 Release Following Promotion**

Any employee in the classified service may be released during the probationary period following promotion to another position in the classified service. The employee released shall be reinstated to the employee's former position or to a position in the class from which the employee was promoted unless the reason for the release is cause for dismissal. The employee will be reinstated to the salary step held before the promotion. If no vacancy exists in this former class, the employee with the least amount of time in this class shall be demoted to the most recent class in which the employee has satisfactorily served. If any employee is released by such action, the employee shall be placed on a reemployment register for the classification from which the employee was released.

Any employee who is released during a probationary period following promotion to another position in the classified service and whose release is cause for dismissal shall retain appeal rights to dismissal from City employment but not the right to appeal the employee's release from the position from which the employee was demoted.

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

Upon attaining regular status as a full-time employee or as a regular part-time employee, the effective date shall revert to the date of initial appointment.

### **3.00 LAYOFFS AND RESIGNATIONS**

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#### **3.01 Layoffs**

Whenever there is a lack of work or a lack of funds requiring reduction in personnel in a department or division of the City Government, the required layoffs shall be made in such job classification(s) set forth in the Classification Plan of the City of Hayward as the City Manager or designee may designate in accordance with the following procedures:

- A. Employees shall be laid off in inverse order of their length of service within the affected job classification.
  1. Length of service for the purpose of this Section is defined as an employee's continuous uninterrupted service within a classification from the effective date of appointment as a probationary or part-time employee in that classification.
  2. An interruption in length of service within a classification shall occur as a result of any one of the following:
    - a. Discharge for cause
    - b. Voluntary resignation
    - c. Retirement for service or disability
    - d. Absence from work for twenty-four (24) consecutive months because of layoff
    - e. Failure to return from layoff as provided in Section 3.02, Layoffs Due to Contracting Work
    - f. Failure to return from an approved leave of absence upon the date specified for return at the time said approval was granted

Provisional and acting appointments to a classification shall not be construed as service in such classification unless such provisional or acting appointment was contiguous with appointment to such classification in a probationary or part-time status.

3. Whenever the effective date of appointment to a classification is the same for two (2) or more employees, the original date of hire as a probationary or part-time employee with the City shall be used to determine which employee has greater length of service within the affected job classification. The employee with the earlier original date of hire with the City shall be considered to have the greater length of service within the affected job classification.
4. Whenever the effective date of appointment to a classification and the original date of hire as a probationary or part-time employee with the City is the same for two (2) or more

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employees, the employees' position on the eligibility list for the classification shall be used to determine which employee has greater length of service within the affected job classification. The employee with the higher ranking on the eligibility list in the classification shall be considered to have the greater length of service within the affected job classification.

- B. Within each affected job classification, all provisional employees shall be laid off before probationary employees and regular employees; provided however, that part-time employees whose length of service is less than any probationary or regular employee shall be laid off before such probationary or regular employee. Thereafter, if additional reductions in personnel are required, those employees with the least length of service within the affected job classification shall be laid off.
- C. As an alternative to layoff, an employee with regular, probationary or part-time status who is displaced from their classification in accordance with the procedures provided in paragraphs (A) and (B) of this Section shall be allowed to bump to a classification at the same salary level or to a classification at a lower salary level provided the classification to which the employee bumps is one in which the employee has previously served in a regular, probationary, or part-time status and where the original date of appointment to said classification, as defined in Section 2.04, Effective Date of Regular Status, predates that of at least one (1) employee presently serving therein.

As an exception to the foregoing, an employee may bump into a classification in which the employee has previously served and where the employee's original date of appointment to that classification predates that of at least one (1) employee presently serving therein and where said classification carries a higher salary therein and where said classification resulted solely from the application of an equity salary adjustment.

- 1. Bumping rights afforded an employee pursuant to this Section shall include access to those classifications in which the employee previously served but which may since have been retitled but where, as determined by the City Manager or designee, no substantive changes have been made in the duties or qualifications for the classification(s) in question. Such determination shall be subject to the dispute resolution procedure of this Memorandum of Understanding.
- 2. Prior to employees being laid off, the Human Resources Department shall furnish to affected employees and the Association upon request the status registers for all affected classifications within the representation unit. Said lists shall include the names of all present employees who have held these classifications and their appointment dates thereto.

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3. An employee eligible to bump into another classification pursuant to this paragraph (C) shall have five (5) calendar days after notice of assignment by the City Manager or designee to a position in that classification in which to accept such assignment. If the affected employee fails to accept such assignment within said five (5) calendar day period, the employee shall be laid off. An employee so assigned shall be placed at a salary step in the range for the classification to which the employee bumps which is closest to the employee's former rate of pay but which does not exceed the salary step held by the employee in the classification from which the employee was displaced.
  4. In the event an employee bumps to an occupied or vacant position that is "flexibly" staffed as reflected in the Positions and Salaries Resolution, assignment to said position shall be at the same level the bumping employee previously held.
- D. Employees scheduled for layoff and the Association will be given at least two (2) weeks advance notice. The City shall attempt, insofar as is possible, to accomplish any contemplated reduction in personnel by attrition rather than by layoff.
  - E. In the event employees are scheduled to be laid off, other employees with greater length of service within the same classification may elect to be laid off in lieu of those employees scheduled for such layoff.
  - F. Employees laid off shall be placed on a reemployment register for a period of two (2) years for the classification held at the time of layoff.

### **3.02 Layoffs Due to Contracting of Work**

An employee placed on layoff as a result of the abolition of their position because of contracting of work may elect to receive severance pay in lieu of the right of placement on a reemployment register pursuant to Section 3.01, Layoffs, above. Severance pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time of layoff and shall be paid in accordance with the following schedule:

- A. Forty (40) hours of pay for employees who have completed one (1) or more, but less than five (5) continuous years of service with the City.
- B. Eighty (80) hours of pay for employees who have completed five (5) or more, but less than eight (8) years of continuous service with the City.
- C. One hundred twenty (120) hours of pay for those employees who have completed eight (8) or more, but less than twelve (12) continuous years with the City.

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- D. One hundred sixty (160) hours of pay for those employees who have completed twelve (12) or more years of continuous service with the City.
- E. Severance pay for part-time employees shall be proportionate to the full-time entitlement.

Severance pay provided herein shall be paid in a lump sum and shall not be counted as time worked for the purpose of qualifying for employment benefits otherwise provided to employees in an active employment status. Additionally, if an employee is laid off and subsequently employed as a "contractor" within one (1) year of the layoff, the employee shall not be entitled to severance pay.

### **3.03 Rights of Return Following a Layoff**

As position vacancies occur, employees on layoff and those occupying positions to which they have bumped shall be afforded return rights in the order of their length of service in the classification(s) in which such vacancies occur.

- A. An employee shall have ten (10) calendar days from the mailing by certified mail of a notice of return to work to the employee's address of record on file in the Human Resources Department to indicate acceptance of such return and the employee's agreement to report for work as specified in the notice.
- B. Employees in layoff status shall retain all credited sick leave earned but unused at the time of layoff. An employee on layoff shall not earn vacation leave credit while in layoff status. Upon an employee's return from layoff, the employee shall begin to accrue sick leave and vacation leave based upon continuous uninterrupted service with the City including time spent in layoff status. Use of vacation leave so credited shall be subject to the provisions of this Memorandum of Understanding.
- C. Employees who are displaced from their classifications by virtue of layoff shall be placed on a reemployment register for the classification they held at the time the layoff occurred, hereinafter referred to as the "primary" register. They shall also be placed on reemployment registers for classifications in which they previously served, hereinafter referred to as "secondary" registers. If an employee fails to respond to such notice of return within the prescribed time period or declines to return from layoff to a secondary register classification, the employee's name shall be removed from said secondary register, and the employee shall no longer be eligible for recall to that classification. If an employee fails to respond to the notice of return within the prescribed time period or declines return to the primary register classification, the employee will be considered to have voluntarily resigned from employment with the City.
- D. Full-time employees who have bumped to a part-time position, or who have been recalled from layoff to a part-time position, shall be



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afforded an opportunity to return to full-time status as position openings become available. Such right of return shall be subject to the "length-of-service" and "service within classification" requirements provided in Sections 3.01, Layoffs, and 3.02, Layoffs Due to Contracting Work, of this Memorandum of Understanding.

- E. Employees who request and are granted a voluntary demotion to a vacant position in lieu of layoff shall be afforded the same rights of return as employees who have exercised bumping rights.
- F. An employee who, in lieu of layoff, was transferred to another position within the same classification shall be notified of an opening in the employee's previous position and shall be afforded an opportunity to apply for reinstatement to that position.

### **3.04 Resignation**

Any employee wishing to leave the employ of the City in good standing shall file with their department a written resignation stating the effective date and reasons for leaving. The written resignation must be filed at least two (2) weeks before the planned separation date unless the City Manager or designee waives such time limit. A resignation is deemed accepted upon receipt. Once the resignation is accepted, it cannot be withdrawn. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Director of Human Resources or designee. Failure to submit a written resignation as provided in this Section 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 Schedules**

The normal schedule for all full-time employees shall consist of eighty (80) hours during each bi-weekly period. The City reserves the right to implement business closures during the calendar week in which the Thanksgiving holiday is observed and on those days between the City's observance of Christmas and New Year's Day, with the discretion to extend the closure through the calendar week in which New Year's Day is observed. If the City exercises the right to implement business closures during these times, employees will be permitted to use available accrued vacation or management leave balances. Employees who do not have sufficient leave balances for the entire period will be in an unpaid status. No leave balances will be advanced.

In lieu of using accrued leave balances, employees may elect to be in an unpaid status during any business closure. For purposes of business closures only, employees who elect to take time off unpaid during City designated business closures shall continue to accrue seniority, sick leave, and vacation leave, and will be eligible for holiday pay as if they were in a paid status. In exercising the right to implement business closures, the City

Manager or designee has sole discretion in determining which departments and/or positions will be affected by the closure.

#### **4.02 Flexible Scheduling**

Recognizing that unit members may routinely work additional hours (irregular hours and time expenditures in excess of a conventional 40-hour work week), unit members may flex their work hours on a daily basis by up to one and one half (1.5) hours at the beginning, during and/or end of each workday. Such flexible scheduling shall only occur if flexing does not in any way hinder the department operations, particularly, public service delivery, and if approved in advance by the Department Director or designee. In the event of scheduled department meetings or other scheduled City functions, managers in this unit are expected to conform their workday schedule in order to participate in such functions.

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

All employees shall have the duty and obligation to perform emergency work upon request of proper authority declaring such emergency. No additional compensation is authorized by this Section for such emergency work.

#### **4.04 Alternate Work Schedules**

The City of Hayward promotes work-life balance and recognizes that flexible work schedules are essential in furthering that goal. As a result, department directors who receive requests for an alternate work schedule shall consider the request and respond to the employee with their determination within thirty (30) days of the request. If the request is denied, the department director shall provide justification to the employee regarding the denial.

The provisions of this item are not subject to the dispute resolution procedure in the Memorandum of Understanding.

### **5.00 MEET AND CONFER - TIME OFF FOR REPRESENTATIVES**

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#### **5.01 Representatives Empowered to Act**

The Association shall advise the City of those persons empowered to act as its representatives with authority to bind the Association in matters pertaining to the administration of this Memorandum of Understanding.

#### **5.02 Time Off to Meet and Confer**

The City shall allow a reasonable number of employee representatives of the Association reasonable time off during regular work hours without loss of compensation or other benefits when formally meeting and conferring with

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representatives of the City on matters within the scope of representation. The maximum number of employees who may be eligible to receive time off under this Section shall not exceed four (4) employees.

**5.03 Time Off for Dispute Resolution**

If an employee desires the assistance of a representative of the Association in resolving a dispute, the City agrees to permit not more than two (2) Association representatives reasonable time off during regular work hours without loss of compensation or other benefits for this purpose. The employee and/or the authorized Association representative(s) shall obtain the approval of their immediate supervisors or other authorized department supervisors before leaving their duty, workstations, or assignment for the purpose of resolving a dispute.

**6.00 BENEFIT PLANS**

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**6.01 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 and their eligible dependents, 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 provided under this Section are required only to the extent mandated by the PEMHCA.

Because PERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with PERS 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 any contribution provided to an active employee under this Section.

**6.02 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 PERS medical insurance plans offered by the City. Employees can use this contribution to offset the cost of benefits purchased

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through the plan. The value of any flexible benefit allowance provided by the City under this Section shall be determined as follows:

- A. Eligible employees shall receive an allowance equal to ninety percent (90%) of the premium cost for Kaiser health insurance coverage based on the employee's plan selection and participation level (e.g., Employee only coverage, Employee + 1 coverage, or Employee + 2 coverage), less the amount of any contribution provided under Section 6.01, Medical Insurance, above. The City's maximum contribution under this Section shall not exceed the cost of ninety percent (90%) of the premium for the Kaiser benefit plan as determined by the employee's participation level, less the City's contribution towards medical benefits under the PEMHCA, except that in no event shall the sum of the City's contributions pursuant to the provisions of Sections 6.01, Medical Insurance, and this Section of this Memorandum of Understanding exceed ninety percent (90%) of the premium cost for the PERS medical insurance plan in which the employee is enrolled.
- B. The City shall continue to provide Flexible Benefit Allowances as provided in this Section unless amended or repealed by the City Council.
- C. Contributions to an employee's Flexible Benefit Account shall be used only for payment of those benefits that are available through the City's Flexible Benefits 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 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.
- D. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in the employee's 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.
- E. 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 the employee's 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 the change in dependents, receives a City payment greater than the amount to which the employee is entitled, shall be liable for refunding the excess amounts received via a reduction in the amount paid to the employee's Flexible Benefits Account in subsequent months. Changes to flexible benefits 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

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retroactive increases to the Flexible Benefit Allowance provided by the City shall be allowed.

### **6.03 Alternate Benefit**

- A. An alternative benefit in the form of a cash payment is available to those full-time employees in regular or probationary status who: (1) elect to opt out of receiving City contributions under Section 6.01, Medical Insurance, and 6.02, Flexible Benefits Allowance, and (2) provide proof of medical insurance coverage.

Any cash payment provided under this Section shall be reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding. Each employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section. The amount of alternative benefit provided to an employee is based on the level of insurance coverage that the employee could have received if the employee had enrolled in a City-sponsored health insurance plan, as follows:

Employee only .....	\$210.00 per month
Employee plus one (1) dependent .....	\$380.00 per month
Employee and two plus (2+) dependents..	\$500.00 per month

For the purpose of this Section, the term "dependent" shall mean a dependent eligible for coverage under a PERS medical insurance plan if such coverage had otherwise been elected by the employee.

- B. A full-time employee who does not receive a City contribution under Section 6.01, Medical Insurance, and 6.02, Flexible Benefits Allowance, and who is enrolled in a City-sponsored health insurance plan as the dependent of another City employee may be eligible to receive an alternative benefit as provided in this Subsection. If the cost to the City of providing an employee with benefits as the dependent of another is less than the cost of enrolling the employee separately in a City-sponsored health insurance plan, then the individual enrolled as a dependent may receive an alternative benefit. The amount of any alternative benefit shall be equal to the amount of savings to the City for enrollment of the employee as a dependent, up to a maximum alternative benefit of \$150 per month.

The following examples illustrate how alternative benefits will be provided to employees who are enrolled as a dependent in a City-sponsored health insurance plan. For purpose of these examples, assume the following amounts as the City's total costs towards providing benefits under Section 6.01, Medical Insurance, and 6.02, Flexible Benefits Allowance:

Employee only - total cost of \$500 per month
Employee and one (1) dependent – total cost of \$1,000 per month

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Employee and two (2) or more dependents – total cost of \$1,400 per month

*Example 1.* Employees A and B are spouses who both work for the City of Hayward. Employee A participates in City-sponsored health insurance at the Employee plus 1 level (City cost of \$1,000 per month), with Employee B enrolled as Employee A's one dependent. If each employee was to participate in a City-sponsored plan as individual employees, then the City's cost would be \$500 per month for each employee (or a total of \$1,000 per month for two people, each enrolled individually at the employee only level). Since there is no cost savings to the City for enrolling Employee B as a dependent of Employee A, and vice-versa, then neither employee is eligible to receive an alternative benefit.

*Example 2.* Employees A and B are spouses who both work for the City of Hayward. They have one child. Employee A participates in City-sponsored health insurance at the Employee +2 or more level (City cost of \$1,400 per month), with Employee B and the child enrolled as Employee A's dependents. If Employee B was to enroll in a City sponsored plan individually (City cost of \$500), and Employee A's participation was modified to the Employee +1 (City cost of \$1,000), the City's total cost for providing benefits to both employees would increase from \$1,400 to \$1,500 per month. Since the City realizes a \$100 savings per month due to Employee B's enrollment as a dependent of Employee A, Employee B is eligible to receive an alternative benefit. The amount of this alternative benefit will be \$100 per month.

*Example 3.* Employees A and B are spouses who both work for the City of Hayward. They have two children. Employee A participates in City-sponsored health insurance at the Employee + 2 or more level (City cost of \$1,400 per month), with Employee B and the two children enrolled as Employee A's dependents. If Employee B was to enroll in a City sponsored plan individually (City cost of \$500), and Employee A continued to participate in Employee +2 or more benefits with the two children as dependents (City cost of \$1,400), the City's costs for providing benefits to both employees would increase from \$1,400 to \$1,900 per month. Since the City realizes a \$500 savings per month due to Employee B's enrollment as a dependent of Employee A, Employee B is eligible to receive an alternative benefit. The amount of this alternative benefit will be \$150 per month (the maximum alternative benefit available to employees enrolled as dependents of another employee).

- C. Enrollment in alternative benefits must be elected each year during open enrollment or upon a qualifying event. Benefit eligibility and alternative benefit amounts may vary from year to year depending on plan premiums.
- D. The provisions of this Section shall be administered in accordance with regulations issued by the City Manager or designee which shall include, but not be limited to, the method and frequency of

reimbursement to employees for the alternate benefits program(s) selected, the frequency with which employees may exercise the option to change alternate benefits programs, and appropriate procedures for the verification of payments made in pursuance of this Section.

#### **6.04 Supplemental Retirement Benefit**

Employees who, upon retirement from the City, have at least ten (10) years of continuous City service are eligible to receive a supplemental retirement benefit. This benefit shall be equal to \$274.72, less the amount provided for under Section 6.01, Medical Insurance, above. This Supplemental benefit is provided in the form of cash to the retiree on a monthly basis. In order to receive this benefit, the employee must begin receiving pension benefits within one hundred twenty (120) days of leaving City employment. Retirees are solely responsible for any tax consequences associated with the receipt of benefits under this Section.

Effective the pay period including July 1, 2015, employees will no longer contribute \$52 per pay period to fund the City's supplemental retirement benefit.

#### **6.05 Dental Insurance**

The City shall contribute towards dental insurance premiums 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 eighty percent (80%) of the monthly premium for dental insurance, as determined by the employee's enrolled participation level in the City sponsored dental plan. Employees enrolled in dental insurance are required to contribute the remaining twenty percent (20%) of the premium costs for dental insurance coverage.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third-party examining plan utilization review, market trends, overall plan costs and any other industry standard metrics deemed necessary by the third party.

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 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 as the change in carriers takes effect.

**6.06 Life Insurance**

The City shall pay the cost of providing each employee with a group term life insurance policy valued at the equivalent of the employee's 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.

**6.07 Disability Insurance**

The City shall continue in effect, at no cost to the employee, the Short Term/Long Term Disability Insurance policy with CIGNA; or any other such successor program which provides benefits comparable to those available under the CIGNA policy. This program shall provide short-term disability benefits based upon two-thirds (2/3) of an employee's current gross salary, up to \$1,390/week, after a fourteen (14) day waiting period. Beginning in the fourth month, the long-term disability plan shall provide benefits based upon two-thirds (2/3) of an employee's current gross salary, up to \$7,000/month.

**6.08 Vision Care**

The City shall contribute towards vision care insurance for full-time employees and their eligible dependents. Currently, the City provides vision insurance coverage through Vision Service Plan (VSP) under a plan that provides for a \$15.00 deductible: an eye examination, lenses, and frames once per year.

For eligible employees who enroll in a City sponsored vision plan, the cost of the monthly premium shall be shared equally (50/50) between the employee and the City.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third-party examining plan utilization review, market trends, overall plan costs, and any other industry standard metrics deemed necessary by the third party.

The City reserves the right to provide vision care benefits under a self-funded 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 its option to move to a self-funded plan or to change insurance carriers, any new benefit plan shall provide coverage that is substantially equivalent to the coverage available at the time this option is exercised.

**6.09 Medical, Dental, Vision, Flexible and Alternate Benefits for Certain Part-Time Employees**

Employees who are hired in a part-time status and full-time employees who voluntarily assume part-time status shall be entitled to participate in group



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medical, dental, and vision insurance programs, and to receive a payment from the City to be applied to such plans subject to the following conditions:

1. Except as provided in paragraph 2 below, only those employees hired into positions budgeted for twenty (20) or more hours per week shall be entitled to coverage under group medical and dental plans.
2. The City's contribution towards medical insurance for part-time employees who are eligible to participate in a CalPERS health insurance plan as an "employee" shall be equal to the contribution provided to full-time employees under Section 6.01, Medical Insurance.
3. The City will provide those part-time employees who regularly work more than twenty (20) hours per week (at least a 0.5 FTE) with a Flexible Benefit Allowance. The amount of any allowance provided shall be determined in accordance with the formulas contained in Section 6.02, Flexible Benefits Allowance, except that the sum of the contribution provided to a part-time employee who works more than twenty (20) hours per week under Section 6.01, Medical Insurance, plus the amount provided as a Flexible Benefit Allowance shall be based on the total number of hours worked each month by the part-time employee.

For new employees, the City contribution for medical insurance shall be based upon the employee's estimated work schedule during the first month of coverage. Thereafter, the actual number of hours worked by the employee each month shall be used to determine the amount of City contribution toward medical insurance premiums in the following month. As an exception to the foregoing, the amount provided shall never be less than the amount required by applicable government codes.

4. The City's payment toward dental insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 6.06, Dental Insurance, of this Memorandum of Understanding. The calculation of proportionate payment shall be in accordance with the provisions of paragraph 3 of this Section.
5. The City's payment toward vision insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 6.09, Vision Care, of this Memorandum of Understanding. The calculation of proportionate payment shall be in accord with the provisions of paragraph 3 of this Section.
6. The City's payment toward alternate benefits shall be based upon scheduled hours of work and shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 6.03, Alternate Benefit, of this Memorandum of Understanding. The calculation of proportionate payments shall be based upon the hours budgeted for the position.

As an exception to the foregoing, those employees who assume part-time status as a result of a City-imposed reduction in hours will continue to receive

City payment toward medical, dental, and vision insurance premiums and will continue to participate in the Flexible Benefits Plan on the same basis as full-time employees.

## **6.10 Deferred Compensation Plan**

A Deferred Compensation Plan has been established for the benefit of City employees. Employees may elect to contribute to the Plan as provided by the Plan terms.

Except for those changes which are necessary or desirable to obtain or maintain the favorable tax status of the plan, any changes in the written plan document governing the implementation and administration of the Deferred Compensation Plan adopted by the Hayward City Council on May 12, 1981 with respect to termination or modification of the plan will be jointly decided upon by the Administrative Committee as defined in Section 13.00 of the plan document.

## **6.11 Defined Benefit Retirement Program**

The City will continue to contract with the Public Employees' Retirement System (PERS) to provide a retirement program for Association members. Benefits shall include:

1. 2.5% @ 55 benefit formula
2. Fourth Level of 1959 Survivor's Benefits
3. One (1) Year Final Compensation
4. Military Service Credit as Public Service
5. Continuation of Pre-Retirement Death Benefit after Remarriage of Survivor.
6. \$500 Retired Death Benefit
7. 2% Annual Cost-of-Living Allowance Increase

These benefit plans require an employee contribution of eight percent (8%). Employees shall pay the full employee contribution of eight percent (8%), which shall be paid by the employee on a pre-tax basis in accordance with the IRS Section 414(h)(2) method of reporting retirement payments.

New members as defined by the Public Employees' Pension Reform Act (PEPRA) shall have a retirement formula dictated by law and shall be required to pay at least fifty percent (50%) of the normal cost of their pension as identified, and periodically revised by CalPERS (currently 6.25%).

An employee who is not eligible for enrollment in the Public Employees' Retirement System and who, in accordance with the federal Omnibus Budget Reconciliation Act of 1990, is required to be covered by Social Security or an alternate system shall be enrolled in the Public Agency Retirement System (PARS). The City shall contribute three and three quarters percent (3.75%) of covered earnings into the employee's PARS account.

**6.12 Benefits for Domestic Partners**

The City agrees to provide medical, dental, and vision plan insurance coverage to domestic partners of City employees as defined under the PERS Health Plan law who are otherwise without such benefit coverage and who register accordingly with the Secretary of State as prescribed by PERS.

**6.13 Deferred Compensation – 401(a) Plan Option**

In the event the City of Hayward Deferred Compensation Committee determines that a 401(a) plan option shall be available to the City of Hayward, the City shall amend its Plan and such option shall be made available to HAME-represented employees pursuant to IRS regulations governing the operation of such plans.

**6.14 Employee Assistance Program**

For the term of this Memorandum of Understanding, the City agrees to continue to provide, at no cost to the employee, an Employee Assistance Program, with a limit of ten (10) visits per employee per fiscal year.

**6.15 Medical Flexible and Dependent Care Spending Accounts**

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 costs, with pre-tax dollars. Participants will be responsible for any claims service charge. Participants in the Plan may contribute up to a maximum of twenty-five hundred dollars (\$2,500) annually for medical expenses and five thousand dollars (\$5,000) annually for dependent care. These contribution limits may be reduced as required by law. Each employee shall be solely and personally responsible for meeting provisions and requirements set forth in the regulations of the Section 125 Plan and the Plan Administrator.

**6.16 Additional Employee PERS Contributions**

In addition to each member's responsibility for payment of the employee retirement contribution, effective the pay period including July 1, 2015, employees shall contribute an additional one percent (1%) of their salaries to the California Public Employees' Retirement System (CalPERS) as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees. The effective date of the above-mentioned contribution is contingent upon implementation of the CalPERS contract amendment.

Effective the pay period including July 1, 2016, employees shall contribute an additional one percent (1%) for a total of two percent (2%) of their salaries to the California Public Employees' Retirement System (CalPERS) as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees.

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Effective the pay period including July 1, 2017, employees shall contribute an additional one percent (1%) for a total of three percent (3%) of their salaries to the California Public Employees' Retirement System (CalPERS) as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees.

## **7.00 SALARY ADMINISTRATION**

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### **7.01 Salary Administration Policy**

The policies governing preparation of a compensation plan shall be that of salary standardization.

### **7.02 Salary at Time of Employment**

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

### **7.03 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 for an employee to be eligible for advancement in pay.

<b>Step</b>	<b>Time-in-Step</b>
A.....	6 months
B.....	6 months
C.....	1 year
D.....	1½ years
E.....	-----

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing duties, advancement may be made prior to completion of the above time-in-step requirements. If the first day of the time-in-step period begins in the first five (5) days of the payroll period, then begin time-in-step with the start of the payroll period. If not, then 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 hundred

and sixty (160) hours, the period shall be deducted from the employee's accumulated time-in-step period. This timeframe will be prorated for part-time employees based on their budgeted FTE.

#### **7.04 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 and 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. The City Manager or designee shall be notified by the Director of Human Resources or designee of employees approaching eligibility for step advancements.

#### **7.05 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 or designee.

#### **7.06 Withholding Step Advancements**

Department Directors or designees have the authority and responsibility to recommend withholding step advancements by the City Manager or designee if they are not merited. Department Directors or designees shall keep 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 or designees shall notify the employee as to the reason for withholding step advancements prior to submitting such recommendation to the City Manager.

#### **7.07 Change in Pay Upon Promotion**

When employees are promoted, they shall normally be placed into the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, they may be placed into the next step in the salary range of the new position which is close to five percent (5%) above their present salary, but not less than four and a half percent (4.5%). If no advancement in salary is granted on promotion, employees may be allowed to carry forward time-in-step accumulation. In no event will an employee's salary be set at a rate that exceeds the range applicable to the employee's new classification.

#### **7.08 Change in Pay Upon Demotion**

When an employee is demoted, whether voluntarily or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the

class to which the employee is demoted. The employee will be placed in a salary step in the demoted classification that is the same as or above the step held prior to demotion providing said demotion is not the result of disciplinary action. If the demotion is a result of disciplinary action, the specific salary step shall be determined by the City Manager or designee, whose decision shall be final; provided however, that if the employee had prior service in the demoted position, the employee's step on the salary schedule for the demoted position shall not be set at a step that is lower than the step previously held by the employee in that position before the employee's promotion.

## **7.09 Change of 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, advancements may be made to the next step immediately above their present salary. When recommended by the Department Director or designee and approved by the City Manager or designee, 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 the employee 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 the present salary and carry forward time-in-step accumulation. If the employee's current rate exceeds the maximum step of the new range, the employee's salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

## **7.10 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 or designee, a need exists for work to be performed in such higher classification.

"Acting" assignments shall only be made by the Department Director or designee, and the employee shall be provided with a written notice assigning the 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 two (2) consecutive days or more, shall receive "acting" pay retroactive to the first day of such assignment. If one or more paid holidays fall on an employee's regular workdays and are within an employee's acting assignment, the holiday(s) shall be included as part of the two (2) consecutive days for purposes of acting pay.

An employee qualifying for "acting" pay shall receive the salary step of the higher classification which represents an increase over the employee's

present salary step. If the closest step in the “acting” classification is not equal to at least a five percent (5%) increase over the employee's present salary step, the employee shall receive “acting” pay equal to five percent (5%) above the employee’s current pay step, except that the total rate paid (base salary plus any percentage increase) for work performed in the “acting” assignment shall not exceed the top step of the salary range for the higher class.

### **7.11 Special Assignment Positions**

Special assignment positions within a classification may be established after notice to the Association where duties and responsibilities are of a specialized nature by comparison to other positions in the class or the duties and responsibilities in the class specification. Selection of employees to said positions and removal therefrom shall be made by the City Manager or designee upon recommendation of the Department Director or designee. An employee so assigned shall receive, as determined by the City Manager or designee, a salary increment from a range of five percent (5%) to ten percent (10%) of the employee's present salary.

### **7.12 Salaries**

Salaries for classifications in this representation unit shall be as enumerated in Appendix A to this Memorandum of Understanding.

### **7.13 “Y-Rated” Salaries**

Should the salary range for a classification be reduced for any reason during the term of this Agreement and an incumbent employee’s salary is greater than the top step of the new salary range, then the salary for the incumbent employee shall remain unchanged (Y-rated) until such time as general salary range adjustments increase the salary range to a level that encompasses the Y-rated salary.

Employees whose classifications are affected by the recalibration of the salary schedule shall be y-rated at their current step until they are advanced to the next step in the range in accordance with applicable provisions of this Memorandum of Understanding. Upon advancement, employees will advance into the adjusted salary schedule listed in Appendix A.

### **7.14 Flexibly Staffed Classifications**

The job duties of employees hired into flexibly staffed classifications within this unit shall be formally evaluated after a minimum of one (1) year from date of appointment to the classification to determine whether duties performed justify a reallocation to the higher level of the flexibly staffed classification. Such evaluations may be performed by the supervisor(s) in conjunction with Human Resources Department staff, and recommendations for advancement shall require approval of the City Manager or designee.

### **7.15 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 through an oral language fluency test administered through 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 converse with the public and 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 an oral and written fluency test administered by the Human Resources Department, shall receive an additional seventy dollars (\$70) of bilingual pay for a total of one-hundred dollars (\$100) per pay period.

No more than once every twenty-four (24) months, the City Manager 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 as competency is again demonstrated. The City will determine the languages eligible for bilingual pay.

### **7.16 Supervisory Differential**

Effective with and during the term of this Memorandum of Understanding, the City shall maintain a minimum pay differential of ten percent (10%) between the top step base rate paid to HAME-represented supervisory classifications and the top step base rate of their highest-paid subordinate classification. This provision is not intended to serve as a means of reducing a HAME represented supervisory salary differential that currently exceeds ten percent (10%).

### **7.17 Cost of Living Adjustments**

Full-time employees represented by the Association shall receive a one-time lump sum payment of \$1,500. This amount will be prorated for part-time employees based on their budgeted FTE. This amount will be payable within two pay periods following adoption of this agreement by the City Council. To be eligible for the one-time cash payment, HAME-represented employees must be employed on the date of ratification and the date of payout.

Effective the pay period including December 2, 2021 (the date upon which the parties reach a total tentative agreement on a successor contract), base wages for employees represented by the Association shall be increased by approximately 1%.

Effective the pay period including July 1, 2022, base wages for employees represented by the Association shall be increased by approximately 4%.



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Effective the pay period including July 1, 2023, base wages for employees represented by the Association shall be increased by approximately 5%.

This Section shall not be subject to the dispute resolution procedure contained in the Bargaining Unit's Memorandum of Understanding, to procedures contained in the City's Personnel Rules, or to the jurisdiction of the City's Personnel Board for any reason whatsoever.

## 7.18 Salary Surveys

All classifications determined to be five percent (5%) or more below the total compensation median for the jurisdictions surveyed as part of the final report from the 2021 equity study shall receive an equity adjustment as outlined in Appendix B per Table 1 below. No classification shall receive an increase in excess of what is set forth in Table 1 over the course of this agreement as a result of the survey. Salary adjustments shall go into effect the pay period including July 1, 2023, as set forth below. Equity adjustments shall be applied before any applicable cost of living adjustments.

*Table 1 Equity Adjustment Schedule*

% Below the Total Compensation Median	July 1, 2023
>15%	10%
>10% - 15%	5%
≥5% - 10%	3%

The City and HAME agree to perform an equity study on total compensation for all Association represented classifications to be completed no later than December 1, 2023, with the results to be shared with HAME upon completion. The parties shall begin meeting in good faith no later than November 1, 2022 to agree on benchmark positions and the alignment of classifications to those benchmarks. If the parties are unable to reach mutual agreement by February 1, 2023, the parties will utilize a mediator to assist in reaching agreement. The mediator shall be selected by mutual agreement of the parties. If the parties are unable to reach agreement with the assistance of a mediator by March 31, 2023, they will utilize the existing benchmark structure to ensure completion of the study by December 1, 2023.

The City and HAME agree that the following jurisdictions will be included in the survey: City of Alameda, City of Berkeley, City of Daly City, City of Fremont, City of Palo Alto, City of Redwood City, City of Sunnyvale, City of San Leandro, City of Santa Clara, and City of San Mateo.

In addition to the ten (10) agencies listed above, the parties agree that Alameda County Water District, Dublin-San Ramon Services District, Oro Loma Sanitary District, and Union Sanitary District shall be included in the list of surveyed jurisdictions for the following classifications only:

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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- Laboratory Supervisor
- Senior Utilities Engineer
- Utilities Field Services Supervisor
- Utilities Operations and Maintenance Manager
- Utilities Operations and Maintenance Supervisor
- Utility Engineer Manager
- Wastewater Collections System Supervisor
- Water Pollution Control Facility Maintenance Supervisor
- Water Pollution Control Facility Manager
- Water Pollution Control Facility Operations Supervisor
- Water Resources Manager

The survey shall compare Hayward benchmark classifications to comparator agencies with reference to the market average at the time.

The salary survey shall include the monthly base salary and all employee costs paid by the respective agencies. Employee costs include, but are not limited to, employer contributions to medical, dental, vision, and life insurance, as well as long-term disability, short-term disability, deferred compensation, retirement contributions, and phone, car, and uniform allowances.

The City and the Association shall begin the bidding and selection process for a survey provider no later than February 1, 2023. This survey must be completed on or about December 1, 2023 and a final survey report provided to both parties.

The City and HAME shall share the costs equally for consultant services required to conduct the survey and the scope of services defined above.

Prior to June 1, 2023, the City will review the below listed job class specifications to determine if the job specification accurately reflects the classification.

- Accounting Manager
- Deputy City Clerk
- Hazardous Materials Program Coordinator
- Laboratory Supervisor
- Library Operations Manager
- Principal Planner
- Senior Utilities Engineer
- Supervising Building Inspector

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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- Supervising Construction Inspector
- Utilities Operations and Maintenance Supervisor
- WPCF Maintenance Supervisor

## 8.00 HOLIDAYS

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### 8.01 Holidays Observed by the City

The following days shall be holidays for all employees:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Admissions Day	September 9
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving Day	Friday following 4 <sup>th</sup> Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31 (2nd half of workday / 4 hours)

If any of the above holidays fall on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the previous Friday shall be observed as a holiday. If a holiday falls on an employee's regular day off, or if an employee is scheduled or assigned to work on a holiday, an employee shall be entitled to equivalent time off at a later date and such time shall be credited to the employee's vacation leave. Scheduling or assignment of holiday work must be approved in advance by the City Manager or designee. The hours for which an employee received holiday pay shall be based on the employee's regularly scheduled work hours for the day on which the holiday is observed.

### 8.02 Holidays for Part-time Employees

Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to up to four (4) hours pay for each holiday observed by full-time employees. Eligible part-time employees shall receive one-half (1/2) hour of holiday leave with pay for each full hour of leave granted full-time employees for the New Year's Eve holiday described above.

### **8.03 National Days of Mourning**

When a day of mourning is proclaimed by the President of the United States and the Governor of the State of California, and said day of mourning is observed by the City, the following procedures shall apply:

1. Those employees who are released from work on a day of mourning shall be compensated in full for this day.
2. Those employees required to work on a day of mourning, and those whose day off falls on such a day, will receive an equivalent credit to vacation leave for those hours worked during their normal shift.
3. The Department Director shall be responsible for determining which employees may be released on a day of mourning. Every effort shall be made to release as many employees as possible consistent with the operating requirements so as to minimize the crediting of vacation hours.

## **9.00 VACATIONS**

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### **9.01 Vacation Leave Policy**

Vacation leave is a benefit, and the use of same shall be approved by the City Manager or designee, 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 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 their vacation leave, the employee may apply for another eligible paid or unpaid leave (excluding sick leave) as provided for in this Memorandum of Understanding. If vacation leave is approved and then it is determined that the employee does not have enough vacation leave available to cover the request and no other leave is requested, Payroll will deduct the excess time from another eligible paid leave balance. 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 to remain in a paid status while on approved leave under the Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the vacation hours used will run concurrently with the state and/or federal leave entitlement.

### **9.02 Vacation Leave Allowance**

All full-time employees, other than temporary and provisional employees, shall accrue vacation leave benefits each payroll period based upon the number of regularly scheduled hours.

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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The vacation accrual schedule for employees who are budgeted as and work full-time is as follows:

<b>Years of Service</b>	<b>Per 80 Hr. Period</b>	<b>Hourly Equivalent</b>	<b>Annual</b>
Up to 5 yrs. ....	3.08 hrs. ....	0.0385 hrs.....	80 hrs.
From 5 to 9 yrs.....	4.62 hrs. ....	0.0578 hrs.....	120 hrs.
From 10 to 19 yrs.....	6.16 hrs. ....	0.0770 hrs.....	160 hrs.
From 20 yrs.....	7.70 hrs. ....	0.0963 hrs.....	200 hrs.

An employee will accrue at the next highest benefit level on the employee's corresponding anniversary date. For purposes of crediting service time for vacation accruals, a former regular employee who is reinstated within one (1) year from the date of the employee's date of separation shall receive credit for their prior service in a probationary and regular appointment. No service time on a temporary, provisional or contracted appointment will be credited.

Vacation leave can be accrued but shall not be granted during the first six (6) months of service. The increases in vacation leave allowance shall be granted on the basis of full-time, continuous service. An approved leave of absence shall not constitute a break in service for the purpose of this Section, but vacation leave shall not be earned during any period of unpaid absence.

As an exception to the foregoing, the City Manager or designee 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 the employee 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 the employee's accrued leave.

The maximum vacation accrual cap shall be twice the annual allowance plus forty (40) hours. The vacation accrual cap shall be maintained on a continuous per pay period basis. Exceptions may be permitted upon the approval of the City Manager or designee. In granting such exceptions, the City Manager or designee may specify a time within which such excess vacation leave must be used. 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.

Employees may cash out up to 120 hours of accrued vacation and/or management leave each year in no more than two (2) payments, at the employee's discretion, contingent on the employee using a minimum of eighty (80) hours paid vacation and/or management leave in the twelve (12) months preceding submission of the request and having at least forty (40) hours of vacation and/or management leave remaining after the cash out. This leave cash out must be consistent with Section 11.09, Management Leave, of this Memorandum of Understanding.

**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

Cash Out Requests Through Calendar Year 2022

Employees may cash out up to 120 hours of accrued vacation and/or management leave in calendar year 2022. All requests for cash-out shall be submitted through ESS by completing the Request for Management Leave/Vacation Leave Cash Out Form; requests must be processed and paid out on a paycheck date in the respective calendar year.

Cash Out Requests Beginning January 1, 2023

Employees may cash out up to 120 hours of accrued vacation and/or management leave each calendar year.

All requests for cash-out shall be submitted through ESS by completing the Request for Management Leave/Vacation Leave Cash Out Form. Employees who intend to cash out leave shall submit an irrevocable request to do so in the calendar year preceding the year in which the cash-out is to be processed. Employees may specify the month(s) in which they wish to receive their cash out in the payment year but cannot split the payout into more than two (2) payments per calendar year. For example, if an employee wishes to cash out 80 hours of leave in calendar year 2023, they must submit their irrevocable request to do so no later than December 31, 2022 and can specify that they wish to cash out 40 hours in March 2023 and 40 hours in September 2023 at the time of the request. Employees who fail to provide such notice will be paid out for the requested cash out as part of their final payment issued in the applicable calendar year. Payout will be applied to a single bi-weekly payroll, and employees will be responsible for all taxes associated with such payout.

Under no circumstances will an employee be permitted to cash out more than one-hundred twenty (120) hours of management leave or a combination of vacation and management leave each calendar year.

**9.03 Vacation Accruals for Certain Part-time Employees**

Only those employees hired into positions budgeted for twenty (20) or more hours per week and who consistently work twenty (20) or more hours per week shall be eligible for vacation leave. Eligible part-time employees, other than temporary and provisional employees, shall accrue vacation leave benefits each payroll period based upon the number of hours the employee actually works. The hourly equivalent rates are as follows:

	<b>Per 40 Hr.</b>	<b>Hourly</b>	
<b>Years of Service</b>	<b>Period</b>	<b>Equivalent</b>	<b>Annual</b>
Up to 5 yrs. ....	1.54 hrs. ....	0.0385 hrs.....	40 hrs.
From 5 to 9 yrs.....	2.31 hrs. ....	0.0578 hrs.....	60 hrs.
From 10 to 19 yrs.....	3.08 hrs. ....	0.077 hrs.....	80 hrs.
From 20 yrs.....	3.85 hrs. ....	0.0963 hrs.....	100 hrs.

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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Notwithstanding the foregoing, employees who are hired in a part-time status and full-time employees who assume a part-time status shall accrue vacation benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll period. In order to be eligible for this benefit, employees must consistently work a half-time schedule or more. The amount of vacation so accrued shall be proportionate to that earned by full-time employees in the same payroll period. The vacation accrual schedule specified in this Section and Section 9.02, Vacation Leave Allowance, of this Memorandum of Understanding will be used for purposes of prorating vacation leave.

The use of vacation shall be subject to the provisions and all Subsections of Section 9.00, Vacation, of this Memorandum of Understanding. The maximum vacation accrual cap shall be twice the annual allowance plus twenty (20) hours. Exceptions to the foregoing may be permitted pursuant to the provisions of Section 9.02 of this Memorandum of Understanding.

Vacation leave can be accrued but shall not be granted during the first six (6) months of service.

**9.04 Payment for Unused Vacation Leave**

Leave time earned but unused at date of termination shall be added to final pay.

**10.00 SICK LEAVE**

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**10.01 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. Use of sick leave shall be approved by the employee's supervisor.

Employees shall whenever possible make appointments for medical, dental, and other health and wellness similar purposes on Saturdays or other non-work time.

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 defined as a child, parent, spouse, registered domestic partner, child of a registered domestic partner, grandparent, grandchild, or sibling. Up to half (1/2) of an employee's annual sick leave accruals per calendar year may be used as family sick leave.

A certificate from an attending physician stating the expected duration of the family member's illness may be required. Authorization to use additional sick leave for family illness beyond the maximums identified above may be granted by the City Manager or designee when, in the City Manager's or designee's judgment, circumstances warrant the same. Employees may use not more than four (4) hours of sick leave for the purpose of consulting with a

physician concerning a serious illness or injury of a member of the employee's immediate family.

Sick leave may also be taken for specified purposes by employees who are the victim of domestic violence, sexual assault, or stalking.

No sick leave accruals will be credited in advance. No sick leave will 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, then any sick leave used will count towards the state or federal leave entitlement.

## **10.02 Sick Leave Accruals for Full-Time Employees**

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 3.704 hours per payroll period (up to ninety-six (96) hours annually). Employees shall accrue 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 (3) months of continuous, full-time satisfactory employment.

The use of accrued sick leave shall be subject to the provisions of Section 10.00, Sick Leave, of this Memorandum of Understanding. An absence approved as sick leave shall be deducted from an employee's leave balance at the end of the pay period in which the leave is taken. There shall be no limit upon the number of hours of unused sick leave which may be accumulated by an employee. Except as provided in Section 3.03, Return Following Layoff, upon separation of an employee, any sick leave balance for which payment has not been made shall be canceled, and shall not be restored if the employee is reinstated.

## **10.03 Sick Leave Allowance for Certain Part-Time Employees**

### **1. Healthy Workplaces, Healthy Families Act of 2014**

Part-time employees who work thirty (30) or more days within a year shall receive sick leave in accordance with the Healthy Workplaces, Healthy Families Act of 2014 and City Administrative Rule (AR) 2.56, Paid Sick Leave. The annual period shall be based on the part-time employee's first day of employment and anniversary date thereafter.

Employees eligible for sick leave under the Healthy Workplaces, Healthy Families Act of 2014 shall receive twenty-four (24) hours of sick leave on their first day of employment and may begin using their accrued sick leave after the ninetieth (90th) day of employment. Employees shall receive twenty-four (24) hours of sick leave at beginning of each fiscal year thereafter and can accrue up to a maximum of six (6) days or forty-eight (48) hours of paid sick leave, whichever is greater. Any unused paid sick leave balance will carry



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over year to year while continuously employed, up to the six (6) day or forty-eight (48) hour cap.

The use of sick leave so earned by part-time employees shall be subject to the provisions of this Memorandum of Understanding.

**2. Part-Time Employees Regularly Scheduled Twenty (20) or More Hours per Week**

Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to accrue sick leave benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll period.

The amount of sick leave so accrued shall be proportionate to that earned by full-time employees based on the number of hours worked by the part-time employee. The full-time sick leave accrual rate is 3.704 hours per payroll period. The use of accrued sick leave shall be subject to the provisions of this Memorandum of Understanding.

Sick leave can be accrued but shall not be granted during the first three (3) months of service. Sick leave is accrued for all regular hours worked and shall continue to be earned during other authorized leaves with pay. There shall be no limit upon the number of hours of unused sick leave that may be accumulated by an employee. Upon separation of employees, sick leave balance for which payment has not been made shall be canceled and shall not be restored if a former employee is reinstated.

**3. Sick Leave Usage**

Sick leave may be taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Employees may take up to a maximum of twenty-four (24) hours of sick leave per year to care for an eligible family member (the employees' child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling). A certificate from an attending physician stating nature and extent of the family member's illness may be required in cases of suspected abuse of this provision.

Sick leave may also be taken for specified purposes by employees who are the victim of domestic violence, sexual assault, or stalking.

## **10.04 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 of the time at which the employee is scheduled to report to work. A Department Director or designee may waive this requirement upon presentation of a reasonable excuse by the employee. Employees shall file a personal affidavit or a physician's certificate with their supervisor if required by the Department Director or designee for any use of sick leave.

After three (3) consecutive working days of absence, the supervising authority 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 certifying the duration of the illness. In cases of frequent use of sick leave, employees may be requested to file physician's statements for each illness, regardless of duration, to the extent allowed by law.

A physician's certificate must 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 their 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 abuse when such condition is diagnosed by a competent medical authority.

These same requirements may also be applied for family sick leave requests.

## **10.05 Payment for Unused Sick Leave**

Any 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 with at least (10) years of continuous service, 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 payment for unused sick leave shall be based on the employee's accumulated unused sick leave balance at the time of separation (up to a maximum of 2400 hours), times the employee's hourly rate of pay at time of separation plus seven (7) percent, times the number of whole years of continuous service, times the percentage factor from the following table:

- 0% to 65% of maximum eligible sick leave accrual = 1%
- 65.01% or more of maximum eligible sick leave accrual = 1.15% provided the employee has twenty-five (25) years of service. If the employee has less than twenty-five (25) years of service, the payout percent will equal 1%.

For the purposes of this Section, the maximum eligible sick leave accrual will be calculated as number of whole years of service times 96.2 sick leave hours. The following examples illustrate how sick leave payouts will be provided to employees under this Section:

*Example 1.* Employee A is retiring after 20.7 years of service. She has 1335.4 hours of unused sick leave at time of retirement. The maximum number of sick leave hours she could have accrued over the course of her employment with the City was 96.2 hours x 20 years = 1924.0 hours. Her total sick leave hours (1335.4) are equal to 69.4% of the total maximum eligible sick leave accruals ( $1335.4 \div 1924.0 \times 100 = 69.4\%$ ). She did retain greater than 65% of her maximum eligible sick leave accruals, however, she

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does not have 25 years of service, therefore, she is only eligible to receive 1% of her unused sick leave balances for every whole year of service. Her hourly rate is \$42.35. Her sick leave payout hourly rate is  $\$42.35 \times 1.07 = \$45.31$ . Her sick leave payout calculation is as follows:

$$\underline{1335.4 \text{ hours}} \times \$45.31 \times 20 \text{ years} \times .01 = \$12,101.40$$

**Example 2.** Employee B is retiring after 30.2 years of service. He has 2457.8 hours of unused sick leave at time of retirement. The maximum number of sick leave hours he could have accrued over the course of his employment with the City was 96.2 hours x 30 years = 2886.0 hours. His total sick leave hours (2457.8) are equal to 85.2% of the total maximum eligible sick leave accruals ( $2457.8 \div 2886.0 \times 100 = 85.2\%$ ). He retained greater than 65% of his maximum eligible sick leave accruals and he has more than 25 years of experience, therefore he would be eligible for 1.15% of his unused sick leave balances for every year of service. His hourly rate is \$41.18. His sick leave payout hourly rate is  $\$41.18 \times 1.07 = \$44.06$ . His sick leave payout calculation is as follows:

$$\underline{2400 \text{ hours (max allowed)}} \times \$44.06 \times 30 \text{ years} \times .0115 = \$36,481.68$$

Payment of unused sick leave for part-time employees shall be determined using a pro-rated maximum accrual of sick leave hours and a pro-rated cap on the maximum number of hours that are subject to cash-out. The percentage applied for pro-rating shall be determined based on the average number of hours worked during the one-year period immediately preceding separation. For example, if the employee worked 1,040 hours during the year before separation, or the equivalent of 0.5 FTE, then the pro-rated maximum accrual will be  $0.5 \times 96.2$  hours, or an annual accrual rate of 43.1 hours. The pro-rated cap for this same employee will be  $0.5 \times 2,400$  hours or 1,200 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.

Employees hired on or after April 1, 2012 shall not be eligible to receive any sick leave cash-out benefits under this Section.

## **10.06 Catastrophic Injury/Illness Time Bank**

Upon approval of the City Manager or designee, 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 a paid status for a maximum of one (1) year. 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 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.

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- 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 converted 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 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 their return to work, provided that sufficient hours remain in pledge status during the pay period immediately preceding the return-to-work date. All un-donated, pledged hours exceeding forty (40) hours shall be returned to the respective donor(s).
- H. In the event of the death of the recipient, the recipient's designated beneficiary shall receive payment for hours credited as donated. Hours remaining in a pledge status are not subject to payout to the beneficiary and shall be returned to the donor(s).

This provision shall also allow the use and donation of catastrophic leave to employees who need paid time off to care for a catastrophically injured or ill dependent. The use of this leave is limited to a one (1) year period for establishment of any Catastrophic Injury/Illness Time Bank. Upon approval of the City Manager or designee, a time bank may be established for the benefit of an employee who has a dependent who is incapacitated by a catastrophic illness or injury. A dependent is defined as a legal spouse, registered domestic partner, legal child under the age of 26, or legal child of a registered domestic partner under the age of 26.

An employee must provide a signed medical certification from the treating physician of the employee's dependent stating that the employee's dependent has a severe and disabling injury or illness and indicating the amount of time the employee would need to be off to care for the dependent.

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An employee shall not be credited with more than one hundred percent (100%) of the employee's normally budgeted hours for any given pay period. In no event shall an employee receive donated paid leave in addition to any paid benefit provided to the employee for time off to care for his or dependent that will result in the employee receiving more than one hundred percent (100%) of the employee's base salary for the pay period. Records of any paid benefit provided to the employee for time off to care for the employee's dependent must be provided by the employee to Payroll for integration with catastrophic leave.

Employees can donate paid leave to an employee who has a dependent with a catastrophic injury/illness under the same terms and conditions as for an employee who has a catastrophic injury/illness.

Employees can utilize catastrophic leave for up to a one (1) year period. The one (1) year period begins with the first day of use of catastrophic leave. For example, if catastrophic leave starts on July 1, 2010, it can only be used up until June 30, 2011. Leave can be taken on an intermittent basis if approved by the City Manager or designee but will not exceed catastrophic leave usage past the one (1) year leave period.

Any leave used for purposes that qualify under a state or federal leave law, such as Family Medical Leave Act/California Family Rights Act/Pregnancy Disability Leave, will count toward any state or federal leave entitlements. If an employee is unable to return to work and has exhausted all leave entitlements, the employee may be retired for disability and/or separated from employment with the City.

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**11.00 MISCELLANEOUS LEAVES**

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**11.01 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. When additional time is desired, employees may be allowed to take accumulated vacation or management leave as approved by their Department Director or designee. For the purpose of this Section, a close relative is defined as any relation of the employee, by blood or marriage, including registered domestic spouses in accordance with Section 297.5 of the Family Code, 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 and/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 their bereavement or to participate in memorial services, either religious or non-sectarian.

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When requesting such leave, the employee will be required to certify to the Department Director or designee the conditions for granting bereavement leave have been satisfied. Upon presentation of such a request, the Department Director or designee shall determine whether leave shall be granted and in what amount. Additional bereavement leave of two (2) work days for travel purposes not to exceed a total of five (5) work days may be granted by the Department Director or designee when circumstances warrant the same.

Part-time employees who work a continuous schedule of twenty (20) or more hours per week shall be granted bereavement leave with pay as necessary on the same basis as full-time employees, except that they shall be compensated at the rate of one-half (1/2) of the bereavement leave allowance provided to full-time employees.

All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of a non-family member. Part-time employees who work a continuous schedule of twenty (20) or more hours per week may be granted this leave as necessary on the same basis as full-time employees except that they shall be compensated at the rate of one-half (1/2) day.

The City's determination regarding whether or not to approve a request for one (1) day of leave to attend the funeral of a non-family member shall not be subject to the Dispute Resolution Procedure of this agreement.

**11.02 Jury Leave**

Employees summoned to jury duty shall inform their supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the City, excluding mileage reimbursement.

**11.03 Military Leave**

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

**11.04 Industrial Disability Leave**

For an 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 employee's period of disability. Compensation under this Act will be provided through payroll or the City's third-party administrator. Employees may elect to use their own personal paid leave to supplement any worker's compensation benefits received. If any paid leave is used, the employee must contact the Human Resources Department and integrate the leave with the temporary

disability benefits paid under this Act, so that compensation does not exceed one hundred percent (100%) of an employee's regular pay.

### **11.05 Family Medical Leave Act/California Family Rights Act**

Employees may be eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement, as designated by the Human Resources Department. Additional information regarding available leave benefits is set forth in City Administrative Rule 2.45, Family & Medical Leave Act, as that Rule may be revised.

### **11.06 Pregnancy Disability Leave**

Employees may be eligible for leave under the California Pregnancy Disability Leave Law (PDLL). The administration of any leave given under the PDLL shall be in accordance with the provisions of the PDLL. Leave provided under this provision may run concurrently with other leaves provided under this Agreement. Additional information regarding available leave benefits is set forth in City Administrative Rule 2.45, Family & Medical Leave Act, as that Rule may be revised.

### **11.07 Leave of Absence**

The City Manager or designee, upon written request of a full-time employee other than temporary or provisional employees, may grant for the good of the service a leave of absence for a maximum period of one (1) year. Consideration for granting leave will take into account the employee's previous time off, reason for request, business needs, etc.

Leaves hereby authorized shall include medical leaves, educational leaves, parental leaves, and leave for any other purpose promoting the good of the service. Part-time employees are eligible for leaves of absence on a pro-rated basis (e.g. half-time employees are eligible for one-half the leave of absence duration of a full-time employee, i.e. a maximum of six (6) months duration). Whenever granted, such leave shall be in writing and signed by the City Manager or designee. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted. Failure of the employee to report promptly at the expiration of the leave or within a reasonable time after notice to return to duty shall terminate the employee's right to be reinstated.

All eligible paid leaves must be exhausted during any leave granted under this provision. Should employees exhaust their leave balances while on a leave of absence, all remaining time will be considered unpaid. If a leave of absence is used for purposes that qualify under a state or federal leave law, such as the Family Medical Leave Act/California Family Rights Act or Pregnancy Disability Leave Act, the leave taken under this provision will

count towards the state or federal leave entitlement. If an employee is unable to return to work and has exhausted all leave entitlements, the employee may be retired for disability or separated from employment with the City. No benefits will be provided during this period except in those instances when it is required by law. Health coverage may be continued, but at the employee's own cost.

Any unprotected unpaid leave granted under this provision may be used to calculate an adjusted service date.

### **11.08 Parental Leave**

A new parent shall be granted forty (40) hours leave with pay at the employee's straight time rate upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings.

In addition, a new parent may use up to one-hundred twenty (120) hours earned sick leave upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings. Any leave granted under this provision shall run concurrently with FMLA/CFRA leave.

### **11.09 Management Leave**

The City Council wishes to acknowledge the special public service rendered by HAME employees. In maintaining the City's efficiency and reputation, overtime exempt employees in this group work additional hours as required for appearances before the City Council, City Boards and Commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of the conventional forty (40) hour work week. Under such circumstances, these employees neither expect nor receive overtime pay. However, upon being regularly required to work throughout the year beyond the normal work week, an employee shall be provided up to two (2) weeks annual management leave. Upon request of an employee, the City Manager or designee may authorize additional management leave. 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 eighty (80) hours of management leave each calendar year.

Employees may cash out up to an additional forty (40) hours of management leave and/or vacation leave, for a total of one-hundred twenty (120) hours of leave, each calendar year in no more than two (2) payments, at the employee's discretion, contingent on the employee using a minimum of eighty (80) hours paid vacation and/or management leave in the twelve (12) months preceding the request and having at least forty (40) hours of vacation and/or management leave remaining after the cash out.

Under no circumstances will an employee be permitted to cash out more than one-hundred twenty (120) hours of management leave or a combination of vacation and management leave each calendar year.



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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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All requests for cash-out shall be submitted through ESS by completing the Request for Management Leave/Vacation Leave Cash-Out Form; 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.

In cases where an employee is unable to use their Management Leave due to workload issues which hinder the employee's ability to take time off, upon the recommendation of their Department Director and approval of the City Manager or designee, they may be authorized to cash out up to an additional forty (40) hours of Management Leave. The additional cash-out will also be applied to a single bi-weekly payroll and employees will be responsible for all taxes associated with such payout.

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

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**12.00 DISPUTE RESOLUTION PROCEDURE**

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Any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding shall be processed and resolved through the following procedures:

1. The dispute shall be presented in writing, either by the employee or by an authorized Association representative, to the Department Director, or to such representative as the Department Director may designate, within seven (7) calendar days after the cause of the dispute occurs.
2. The Department Director or a designated representative shall have seven (7) working days from the date of receipt of the dispute in which to respond. If the dispute is not satisfactorily resolved within this period, the dispute may be presented in writing either by the employee or by an authorized Association representative to the City Manager or designee no later than seven working (7) days following receipt of the latest written response.
3. If the parties are unable, within seven (7) calendar days, to reach a mutually satisfactory resolution of any dispute, either the Association or the City may require that the dispute be referred to an impartial arbitrator. The arbitrator shall be designated by mutual agreement between the Association and the City Manager or designee. If such agreement is not reached within five (5) calendar days from the date of receipt of the request to arbitrate, then the State Mediation and Conciliation Service of the State of California shall be requested to supply a list of seven (7) qualified and experienced labor arbitrators. If the Parties cannot agree on one (1) of the seven (7) to act as the arbitrator, they shall strike names from the list of nominees alternately until the name of one (1) nominee remains who shall thereupon

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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become the arbitrator. The first Party to strike a name from the list shall be chosen by lot. The fees and expenses of the arbitrator and court reporter shall be borne by the City. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.

4. Decisions of arbitrators on matters properly before them shall be advisory to the City Manager or designee, whose decision shall be final.

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association, and unless such dispute falls within the definition.

Proposals to add to or to change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable, and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any manner of subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto, or to establish any new terms or conditions of employment.

Disputes involving disciplinary actions, excluding written reprimands, taken against an employee must be filed in writing with the Director of Human Resources or designee within seven (7) calendar days from the time the affected employee was notified of such action. If the employee is not satisfied with the response of the City Manager or designee, the dispute may within ten (10) days be appealed to the Personnel Commission pursuant to Section 18.20 of the Personnel Rules by filing a written request of appeal with the Director of Human Resources or designee.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources or designee. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as disputes. Any other matters of compensation will be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No resolutions shall be retroactive for more than sixty (60) days from the date upon which a complaint was filed.

The resolution of disputes under this Section shall not abridge any rights to which an employee may be entitled under the Charter of the City of Hayward.

All resolutions of disputes by employees in the bargaining unit represented by the Association shall be processed under this Section.

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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If the City Charter requires that a different option be available to the employee, no action under paragraph 2 above shall be taken unless it is determined that the employee is not availing themselves of such option.

No action under paragraph 2 above shall be taken if action on a complaint or dispute is pending before the Personnel Commission.

In consideration of Section 809 of the Charter of the City of Hayward, the Association and its members agree not to engage in any strike, work stoppage, slowdown, or any other form of concerted activity against the City of Hayward, the effect of which would interrupt or impair the services normally provided by employees covered by this Memorandum of Understanding. This provision shall remain in effect as long as the aforesaid City Charter Sections are unchanged and operative.

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**13.00 MISCELLANEOUS PROVISIONS**

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**13.01 Notification of Address**

All employees, including those on a leave of absence, shall keep the Director of Human Resources or designee informed as to their current home address at all times, no later than ten (10) days after such change of address.

**13.02 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 of the employee's City position which is incompatible with employee's City employment or which is of such a nature as to interfere with satisfactory discharge of the employee's 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 designee. Approval of outside employment will be granted for a period not to exceed one (1) year. Employees wishing to continue outside employment will need to reapply for approval of outside work upon expiration of the current approval. Violations of this Section shall be cause for disciplinary action.

**13.03 Employee Health and Medical Examinations**

When, in the judgment of the Department Director and the City Manager or designees, an employee's health or physical condition may have an adverse effect on the performance of duties or affect safety or health of fellow employees, the 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 the City Manager deems

appropriate. The determination and resultant action may be the subject of appeal to the Personnel Commission for its review and recommendation.

### **13.04 Conversion of Compensatory Time**

An employee promoted from another representation unit to a classification in HAME will be required at the time of promotion to redeem all accrued compensatory time at their regular time hourly rate immediately prior to promotion. As an exception to the foregoing, an employee may elect to have the compensatory time transferred to the Deferred Compensation Plan pursuant to plan rules.

### **13.05 Announcement of Examination and Job Openings**

Examination announcements for classifications within the representation unit shall be distributed for posting on official bulletin boards at least two (2) weeks prior to the filing deadline. A copy of each examination announcement shall be provided to the Association.

### **13.06 Personnel Files**

An employee shall have the right to inspect and review any official record(s) relating to the employee's performance as an employee or to a dispute concerning the employee which is kept or maintained by the City in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the City. No material or information adverse to an employee's interest may be placed into an employee's personnel file without affording the employee a copy, an opportunity to acknowledge receipt, and notice of the right to submit a response to be attached and placed into the personnel file.

The City shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which the employee disagrees. Such response shall be submitted within forty-five (45) working days after the employee has been notified and shall become a permanent part of the employee's personnel file.

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

The City recognizes its obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. The City will engage in the interactive process with qualified employees to determine if a reasonable accommodation is available. In the case of an employee with a disability, managers and supervisors may be informed of necessary restrictions on the work or duties of the employee and any agreed upon reasonable accommodation.

### **13.08 Discipline and Discharge**

Discipline of employees in the classified service, including termination or discharge, shall be subject to the City's Personnel Rules. As noted in Section 2.02, Release of Probationer, persons employed in part-time positions scheduled for less than twenty (20) hours per week are excluded from the classified service and may be released at any time without right or appeal.

### **13.09 Job Audits**

If an employee's Supervisor or Department Director does not recommend an employee's requested job audit remedy, the employee may appeal the decision to the City Manager or their designee. The decision of the City Manager or their designee shall be final.

### **13.10 Diversity, Equity, and Inclusion**

The City and HAME recognize the value of creating and maintaining a diverse, equitable, and inclusive workforce. The parties commit to working together during the term of this contract to build on and advance the City's diversity, equity, and inclusion goals.

## **14.00 EDUCATIONAL REIMBURSEMENT**

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During the course of this Memorandum of Understanding the City shall maintain a fund to provide resources for management employees to pursue educational opportunities and enhancements. Initial funding shall be \$5,000 per fiscal year. At the end of each fiscal year of this contract the City shall review the educational reimbursement account to determine if the current funding is adequate. In the event funding of the account is not adequate, the City shall meet with HAME to discuss funding adjustments.

#### **A. Eligibility**

1. Any full-time, permanent employee with at least three (3) months of service may apply. Employees in a temporary, provisional, or part-time status are not eligible.

#### **B. Required Qualifications**

Employees may request reimbursement for:

1. Attendance at a school of recognized educational standing, including correspondence schools.
2. Subjects and/or professional licenses must relate directly to the employee's present job or to a reasonably predictable future job with the City.
3. Other expenses may be considered as they directly apply to educational reimbursement, including but not limited to required textbooks, lab materials, and certification fees.

#### **C. Procedures**

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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1. Prior to enrolling in a class or otherwise incurring an expense from the educational reimbursement fund, the employee shall submit a completed Application for Educational Reimbursement to the Human Resources Department for preliminary review. The Human Resources Department will review the application and notify the employee's immediate supervisor and/or the affected Department Director as necessary. The Human Resources Department shall then inform the employee if the employee's application for reimbursement is approved or denied. If denied, the Director of Human Resources or designee shall provide the rationale in writing to the employee within seven (7) days. Appeals of denials of educational reimbursement under this Section may be made to the City Manager or designee.
2. If employees are required to engage in study of subjects that are required for the position, and are so directed by the City, the entire tuition, and other specifically approved expenses, will be considered training and development and paid by the department rather than covered under this Section.

Effective July 1, 2007, a maximum of One Thousand Dollars (\$1,000) will be available to an employee applying for reimbursement each fiscal year for the remainder of the term of this Memorandum of Understanding. Such reimbursement is available only through the Human Resources Department, and as outlined in Administrative Rule 2.5 which may be periodically revised.

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**15.00 PROFESSIONAL DEVELOPMENT**

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In addition to educational reimbursement, the City agrees to reimburse employees for professional development. This reimbursement may be for career development resources such as attendance to conferences, training courses, software, the purchase of books, subscriptions to professional journals or magazines, computers and electronic devices, dues to professional organizations, applications or examination fees associated with registration or certification, and expenses related to professional development including research and training.

Prior to incurring any expense from the professional development fund, employees shall submit a request in writing to the Human Resources Department for preliminary review. Expenses reimbursed under this program are subject to the approval of the Director of Human Resources and the City Manager.

The City will reimburse up to five hundred dollars (\$500.00) for purchases made during that fiscal year. All receipts for reimbursement, regardless of aggregate value, must be submitted prior to the end of the fiscal year, no later than June 1<sup>st</sup>.

The City's decision to reimburse an employee is not subject to dispute as provided for in Section 12.00 in this MOU.

## **16.00 SAFETY**

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The City agrees to provide a safe place to work consistent with the requirements to conduct efficient operations. The City will attempt to have all harmful substances used in the workplace labeled with an appropriate warning as to the hazardous properties of the contents, precautions to be taken, and antidotes to be used in the event of overexposure. Manufacturers' labels, which address these concerns, shall satisfy the foregoing requirements.

Employees appointed in a probationary or regular status to the classifications of Supervising Construction Inspector, Senior Civil Engineer, Design and Construction Services Manager, Assistant City Engineer, Supervising Building Inspector, City Building Official, Fleet Management Supervisor, Facilities and Building Manager, Landscape Maintenance Supervisor, Streets Maintenance Manager, Senior Utilities Engineer, Wastewater Collections System Supervisor, Utilities Field Services Supervisor, Utilities Operations and Maintenance Supervisor, Utilities Operations and Maintenance Manager, Lab Supervisor, Water Pollution Control Facility Operations Supervisor, Water Pollution Control Facility Maintenance Supervisor, Water Pollution Control Facility Operations and Maintenance Manager, and Water Pollution Control Facility Manager shall be reimbursed up to two-hundred and fifty dollars (\$250.00) per calendar year for safety shoes.

The City may make exceptions to the above classifications if justification is provided and recommended by the Department Director. All exceptions are subject to the approval of the City Manager or designee.

## **17.00 HEALTH AND WELLNESS**

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The City will reimburse full-time employees a maximum of six hundred dollars (\$600) each fiscal year for expenses associated with health and wellness programs.

This reimbursement may be used for 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), fitness equipment (such as treadmills, stationary cycles, bike stands (to convert bike to stationary cycle), non-motorized bicycles (excluding any road bicycles or scooters that have motors or batteries), full body strength-building equipment, in-house fitness system, stair climbing machines, elliptical machines, rowing machines, cross-country ski machines, weights, gloves, or exercise mats (or similar) or other health and wellness related expenses. Employees may not seek reimbursement for apparel, sneakers, or recreational equipment under this program.

*Reimbursement of Recurring Fees and Expenses.* The City will reimburse full-time employees a maximum of fifty dollars (\$50) per month for expenses associated with health and wellness programs.

Requests for reimbursement of monthly fees for health and wellness related expenses must be submitted in writing and accompanied by receipts and proof

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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of monthly membership within forty-five (45) days of the most recent monthly payment made by the employee. Following receipt and approval of the employee's request, the employee shall receive the health and wellness reimbursement on a monthly basis until the employee indicates they have cancelled the monthly health and wellness related payments. The employee will be expected to inform the City in a timely manner that they have ceased making recurring monthly payments for health and wellness related expenses. Timely notice under this section of the MOU shall mean no more than thirty (30) days from when the employee cancels their recurring monthly health and wellness related fees.

*Reimbursement of Non-Recurring Fees and Expenses.* For non-recurring health and wellness expenses, the City will reimburse up to six hundred dollars (\$600) for purchases made during that fiscal year. Requests for reimbursement of non-recurring fees must be submitted in writing and accompanied by receipts and proof of purchase and may only be requested within forty-five (45) days of the date of the receipt. Purchases made through June 30 of a fiscal year shall be deducted from the employee's available health and wellness funds in that fiscal year. For example, a receipt dated June 30, 2022 that is submitted for reimbursement on or before August 15, 2022 will be reimbursed from the fiscal year 2022 amount available to the employee. As noted above, if the receipt is not received within 45 days of purchase, the expense will be ineligible for reimbursement.

Under no circumstances will the health and wellness reimbursement of recurring and non-recurring health and wellness related expenses exceed the annual maximum of six hundred dollars (\$600) per full-time employee.

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 not subject to dispute as provided for in Section 12.00 in this MOU. Although participants may not be required to produce monthly receipts for health and wellness payments made on a recurring monthly basis, the City, at the discretion of the Human Resources Director, or designee, may at any time request receipts to verify monthly payments have been continuous and the participating employee remains eligible to receive the health and wellness benefit in accordance with this section of the MOU.

## **18.00 REQUEST FOR FURTHER NEGOTIATIONS**

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- A. If, during the term of this Agreement, any law is passed related to pension reform, either party may request further negotiations regarding the pension benefits provided by the City under the terms of this agreement, including but not limited to changes that will need to be made to the City's benefits to ensure legal compliance.





## 19.00 SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

- A. Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer.
- B. Should any Section, clause or provision of this Memorandum of Understanding be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause, or provision, shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.
- C. Where a specific provision contained in a Section of this Memorandum of Understanding conflicts with a specific provision contained in a Section of the City Rules and Regulations, the provision of this Memorandum of Understanding shall prevail. It is recognized, however, that certain provisions of the City Rules and Regulations may be supplementary to the provisions of this Memorandum of Understanding or deal with matters not within the scope of representation and as such remain in full force and effect.
- D. The term of this Memorandum of Understanding shall be in effect for the period from December 2, 2021 to June 30, 2024, or until the parties complete good faith bargaining for a successor Memorandum of Understanding, unless a provision of this agreement specifically states otherwise.

### HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES:

DocuSigned by:  
  
CCDE141EB59E4CC  
Vicky Barker, CEA/HAME Representative

DocuSigned by:  
  
DE19E739CDE141E  
Doris Tang, HAME President

DocuSigned by:  
  
79C49A63CF8829A  
Dan Magalhães, HAME Vice President

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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DocuSigned by:

*David Donovan*

David Donovan, Negotiating Team Member

DocuSigned by:

*Michael Barnes*

Michael Barnes, Negotiating Team Member

**CITY OF HAYWARD:**

DocuSigned by:

*Burke Dunphy*

Burke Dunphy, Lead Negotiator

DocuSigned by:

*Regina Youngblood*

Regina Youngblood, Interim Director of Human Resources

DocuSigned by:

*Kelly McAdoo*

Kelly McAdoo, City Manager

Made and entered into this 31 day of December, 2022.

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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**APPENDIX A**


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**SALARY SCHEDULE**

<b>JOB CODE</b>	<b>DESCRIPTION</b>	<b>STEP</b>	<b>7/4/2022</b>
H140	<b>ACCOUNTANT</b>	1	\$46.38
		2	\$48.69
		3	\$51.13
		4	\$53.67
		5	\$56.37
H150	<b>ACCOUNTING MANAGER</b>	1	\$67.34
		2	\$70.69
		3	\$74.22
		4	\$77.93
		5	\$81.84
H120	<b>ADMINISTRATIVE SUPERVISOR</b>	1	\$44.42
		2	\$46.62
		3	\$48.46
		4	\$51.38
		5	\$53.96
H198	<b>AIRPORT BUSINESS SUPERVISOR</b>	1	\$55.59
		2	\$58.34
		3	\$61.26
		4	\$64.32
		5	\$67.53
H205	<b>AIRPORT MANAGER</b>	1	\$68.85
		2	\$72.26
		3	\$75.87
		4	\$79.66
		5	\$83.65
H200	<b>AIRPORT OPERATIONS SUPERVISOR</b>	1	\$57.38
		2	\$60.22
		3	\$63.24
		4	\$66.41
		5	\$69.72
H430	<b>ANIMAL SERVICES ADMINISTRATOR</b>	1	\$55.59
		2	\$58.35
		3	\$61.26
		4	\$64.33
		5	\$67.55

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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H170	<b>BUDGET OFFICER</b>	1	\$58.21
		2	\$61.14
		3	\$64.18
		4	\$67.39
		5	\$70.74
H335	<b>CITY BUILDING OFFICIAL</b>	1	\$71.57
		2	\$75.16
		3	\$78.90
		4	\$82.88
		5	\$87.00
H703	<b>CODE ENFORCEMENT MANAGER</b>	1	\$56.57
		2	\$59.40
		3	\$62.35
		4	\$65.47
		5	\$68.73
H700	<b>CODE ENFORCEMENT SUPERVISOR</b>	1	\$49.17
		2	\$51.64
		3	\$54.23
		4	\$56.92
		5	\$59.78
H435	<b>COMMUNICATIONS ADMINISTRATOR</b>	1	\$55.59
		2	\$58.35
		3	\$61.26
		4	\$64.33
		5	\$67.55
H745	<b>COMMUNITY SERVICES MANAGER</b>	1	\$69.72
		2	\$73.21
		3	\$76.88
		4	\$80.74
		5	\$84.75
H440	<b>COUNSELING SUPERVISOR</b>	1	\$52.44
		2	\$55.07
		3	\$57.81
		4	\$60.69
		5	\$63.74
H405	<b>CRIME &amp; INTELLIGENCE ANALYST</b>	1	\$50.54
		2	\$53.07
		3	\$55.72
		4	\$58.50
		5	\$61.41
H560	<b>DATA &amp; SYSTEMS COORDINATOR</b>	1	\$55.42
		2	\$58.20

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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		3	\$61.12
		4	\$64.17
		5	\$67.37
H500	<b>DEPUTY CITY CLERK</b>	1	\$50.54
		2	\$53.08
		3	\$55.71
		4	\$58.50
		5	\$61.42
H710	<b>ECONOMIC DEVELOPMENT MANAGER</b>	1	\$69.72
		2	\$73.21
		3	\$76.88
		4	\$80.74
		5	\$84.75
H760	<b>EDUCATION SERVICES MANAGER</b>	1	\$48.16
		2	\$50.56
		3	\$53.09
		4	\$55.73
		5	\$58.52
H585	<b>EMERGENCY MEDICAL SERVICES COORDINATOR</b>	1	\$55.55
		2	\$58.33
		3	\$61.22
		4	\$64.28
		5	\$67.51
H805	<b>ENVIRONMENTAL SERVICES MANAGER</b>	1	\$67.38
		2	\$70.74
		3	\$74.30
		4	\$78.01
		5	\$81.91
H605	<b>FACILITIES &amp; BUILDING MANAGER</b>	1	\$64.28
		2	\$67.47
		3	\$70.85
		4	\$74.40
		5	\$78.12
H155	<b>FINANCE SUPERVISOR</b>	1	\$50.19
		2	\$52.70
		3	\$55.32
		4	\$58.07
		5	\$60.99
H165	<b>FINANCIAL ANALYST</b>	1	\$50.75
		2	\$53.28

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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		3	\$55.92
		4	\$58.72
		5	\$61.67
H580	<b>FIRE SERVICES SUPERVISOR</b>	1	\$55.59
		2	\$58.38
		3	\$61.27
		4	\$64.33
		5	\$67.56
H635	<b>FLEET MAINTENANCE MANAGER</b>	1	\$64.28
		2	\$67.47
		3	\$70.85
		4	\$74.40
		5	\$78.12
H590	<b>HAZARDOUS MATERIALS PROGRAM COORDINATOR</b>	1	\$63.13
		2	\$66.28
		3	\$69.59
		4	\$73.08
		5	\$76.72
H715	<b>HOUSING MANAGER</b>	1	\$69.72
		2	\$73.21
		3	\$76.88
		4	\$80.74
		5	\$84.75
H565	<b>INFORMATION SYSTEMS MANAGER</b>	1	\$61.61
		2	\$64.68
		3	\$67.91
		4	\$71.32
		5	\$74.88
H566	<b>INFORMATION TECHNOLOGY MANAGER</b>	1	\$68.45
		2	\$71.87
		3	\$75.48
		4	\$79.26
		5	\$83.23
H420	<b>JAIL ADMINISTRATOR</b>	1	\$55.59
		2	\$58.35
		3	\$61.26
		4	\$64.33
		5	\$67.55
H850	<b>LAB SUPERVISOR</b>	1	\$57.95
		2	\$60.83
		3	\$63.88
		4	\$67.08

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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		5	\$70.43
H300	<b>LANDSCAPE ARCHITECT</b>	1	\$65.36
		2	\$68.62
		3	\$72.06
		4	\$75.66
		5	\$79.46
H615	<b>LANDSCAPE MAINTENANCE MANAGER</b>	1	\$64.28
		2	\$67.47
		3	\$70.85
		4	\$74.40
		5	\$78.12
H610	<b>LANDSCAPE MAINTENANCE SUPERVISOR</b>	1	\$50.74
		2	\$52.77
		3	\$54.90
		4	\$56.88
		5	\$59.05
H755	<b>LIBRARY OPERATIONS MANAGER</b>	1	\$48.16
		2	\$50.56
		3	\$53.09
		4	\$55.73
		5	\$58.52
H105	<b>MANAGEMENT ANALYST I</b>	1	\$45.95
		2	\$48.26
		3	\$50.66
		4	\$53.18
		5	\$55.84
H110	<b>MANAGEMENT ANALYST II</b>	1	\$50.54
		2	\$53.07
		3	\$55.72
		4	\$58.50
		5	\$61.41
H735	<b>NEIGHBORHOOD DEVELOPMENT MANAGER</b>	1	\$68.85
		2	\$72.26
		3	\$75.87
		4	\$79.66
		5	\$83.65
H730	<b>NEIGHBORHOOD PARTNERSHIP MANAGER</b>	1	\$61.90
		2	\$65.00
		3	\$68.23
		4	\$71.66
		5	\$75.24

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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H555	<b>NETWORK SYSTEMS SPECIALIST</b>	1	\$54.79
		2	\$57.54
		3	\$60.43
		4	\$63.43
		5	\$66.61
H450	<b>PERSONNEL AND TRAINING ADMINISTRATOR</b>	1	\$69.69
		2	\$73.17
		3	\$76.85
		4	\$80.68
		5	\$84.71
H460	<b>PERSONNEL OPERATIONS SPECIALIST</b>	1	\$45.74
		2	\$47.60
		3	\$49.47
		4	\$51.33
		5	\$53.38
H320	<b>PLANNING MANAGER</b>	1	\$71.90
		2	\$75.48
		3	\$79.25
		4	\$83.20
		5	\$87.39
H400	<b>POLICE PROGRAMS ANALYST</b>	1	\$50.54
		2	\$53.07
		3	\$55.72
		4	\$58.50
		5	\$61.41
H315	<b>PRINCIPAL PLANNER</b>	1	\$61.90
		2	\$65.00
		3	\$68.23
		4	\$71.66
		5	\$75.24
H410	<b>PROPERTY &amp; EVIDENCE SUPERVISOR</b>	1	\$41.03
		2	\$43.08
		3	\$45.23
		4	\$47.48
		5	\$49.84
H415	<b>PROPERTY/EVIDENCE AND CRIME SCENE ADMINISTRATOR</b>	1	\$55.59
		2	\$58.35
		3	\$61.26
		4	\$64.33
		5	\$67.55
H180	<b>PURCHASING &amp; SERVICES MANAGER</b>	1	\$58.20
		2	\$61.11



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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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		3	\$64.16
		4	\$67.36
		5	\$70.71
H225	<b>REAL PROPERTY MANAGER</b>	1	\$50.49
		2	\$53.03
		3	\$55.67
		4	\$58.47
		5	\$61.38
H425	<b>RECORDS ADMINISTRATOR</b>	1	\$55.59
		2	\$58.35
		3	\$61.26
		4	\$64.33
		5	\$67.55
H455	<b>RESERVE OFFICER COORDINATOR</b>	1	\$63.38
		2	\$66.56
		3	\$69.88
		4	\$73.26
		5	\$77.00
H160	<b>REVENUE MANAGER</b>	1	\$67.34
		2	\$70.69
		3	\$74.22
		4	\$77.93
		5	\$81.84
H145	<b>SENIOR ACCOUNTANT</b>	1	\$51.05
		2	\$53.58
		3	\$56.25
		4	\$59.06
		5	\$62.00
H240	<b>SENIOR CIVIL ENGINEER</b>	1	\$66.40
		2	\$69.71
		3	\$73.22
		4	\$76.86
		5	\$80.70
H406	<b>SENIOR CRIME &amp; INTELLIGENCE ANALYST</b>	1	\$55.59
		2	\$58.34
		3	\$61.26
		4	\$64.32
		5	\$67.53
H115	<b>SENIOR MANAGEMENT ANALYST</b>	1	\$55.59
		2	\$58.34
		3	\$61.26
		4	\$64.32

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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		5	\$67.53
H310	<b>SENIOR PLANNER</b>	1	\$55.47
		2	\$58.22
		3	\$61.14
		4	\$64.19
		5	\$67.40
H215	<b>SENIOR TRANSPORTATION ENGINEER</b>	1	\$65.73
		2	\$69.01
		3	\$72.46
		4	\$76.08
		5	\$79.87
H210	<b>SENIOR TRANSPORTATION PLANNER</b>	1	\$55.47
		2	\$58.22
		3	\$61.14
		4	\$64.19
		5	\$67.40
H810	<b>SENIOR UTILITIES ENGINEER</b>	1	\$66.40
		2	\$69.71
		3	\$73.22
		4	\$76.86
		5	\$80.70
H813	<b>SENIOR WATER RESOURCES ENGINEER</b>	1	\$65.10
		2	\$68.35
		3	\$71.77
		4	\$75.36
		5	\$79.11
H800	<b>SOLID WASTE PROGRAM MANAGER</b>	1	\$55.59
		2	\$58.34
		3	\$61.26
		4	\$64.32
		5	\$67.53
H625	<b>STREETS MAINTENANCE MANAGER</b>	1	\$64.28
		2	\$67.47
		3	\$70.85
		4	\$74.40
		5	\$78.12
H620	<b>STREETS MAINTENANCE SUPERVISOR</b>	1	\$56.28
		2	\$58.44
		3	\$60.86
		4	\$63.02
		5	\$65.43

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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H330	<b>SUPERVISING BUILDING INSPECTOR</b>	1	\$61.08
		2	\$64.13
		3	\$67.34
		4	\$70.71
		5	\$74.25
H235	<b>SUPERVISING CONSTRUCTION INSPECTOR</b>	1	\$61.08
		2	\$64.13
		3	\$67.34
		4	\$70.71
		5	\$74.25
H750	<b>SUPERVISING LIBRARIAN I</b>	1	\$48.16
		2	\$50.56
		3	\$53.09
		4	\$55.73
		5	\$58.52
H340	<b>SUPERVISING PERMIT TECHNICIAN</b>	1	\$43.60
		2	\$45.78
		3	\$48.06
		4	\$50.47
		5	\$52.99
H325	<b>SUPERVISING PLAN CHECKER &amp; EXPEDITOR</b>	1	\$64.82
		2	\$68.05
		3	\$71.47
		4	\$75.05
		5	\$78.81
H230	<b>SURVEY ENGINEER</b>	1	\$59.09
		2	\$62.06
		3	\$65.17
		4	\$68.42
		5	\$71.82
H880	<b>UTILITIES ENGINEERING MANAGER</b>	1	\$78.10
		2	\$82.01
		3	\$86.13
		4	\$90.44
		5	\$94.95
H825	<b>UTILITIES FIELD SERVICES SUPERVISOR</b>	1	\$59.92
		2	\$62.89
		3	\$66.06
		4	\$69.35
		5	\$72.82
H820	<b>UTILITIES MAINTENANCE SUPERVISOR</b>	1	\$54.31
		2	\$57.01

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**


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		3	\$59.87
		4	\$62.88
		5	\$66.02
H835	<b>UTILITIES OPERATIONS &amp; MAINTENANCE MANAGER</b>	1	\$71.91
		2	\$75.48
		3	\$79.25
		4	\$83.21
		5	\$87.38
H830	<b>UTILITIES OPERATIONS &amp; MAINTENANCE SUPERVISOR</b>	1	\$59.92
		2	\$62.89
		3	\$66.06
		4	\$69.35
		5	\$72.82
H823	<b>WASTEWATER COLLECTIONS SYSTEMS SUPERVISOR</b>	1	\$57.95
		2	\$60.83
		3	\$63.88
		4	\$67.08
		5	\$70.43
H815	<b>WATER INSTALLATION &amp; MAINTENANCE SUPERVISOR</b>	1	\$47.23
		2	\$49.61
		3	\$52.07
		4	\$54.69
		5	\$57.42
H845	<b>WATER POLLUTION CONTROL ADMINISTRATOR</b>	1	\$58.56
		2	\$61.51
		3	\$64.56
		4	\$67.82
		5	\$71.21
H870	<b>WATER POLLUTION CONTROL FACILITY MANAGER</b>	1	\$78.10
		2	\$82.01
		3	\$86.13
		4	\$90.44
		5	\$94.95
H860	<b>WATER POLLUTION CONTROL FACILITY MAINTENANCE SUPERVISOR</b>	1	\$57.95
		2	\$60.83
		3	\$63.88
		4	\$67.08
		5	\$70.43
H865	<b>WATER POLLUTION CONTROL FACILITY OPERATIONS &amp; MAINTENANCE MANAGER</b>	1	\$63.71
		2	\$66.89
		3	\$70.25
		4	\$73.77

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**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES**

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		5	\$77.46
H855	<b>WATER POLLUTION CONTROL FACILITY OPERATIONS SUPERVISOR</b>	1	\$57.95
		2	\$60.83
		3	\$63.88
		4	\$67.08
		5	\$70.43
H875	<b>WATER RESOURCES MANAGER</b>	1	\$78.10
		2	\$82.01
		3	\$86.13
		4	\$90.44
		5	\$94.95
H445	<b>YOUTH &amp; FAMILY SERVICES ADMINISTRATOR</b>	1	\$69.69
		2	\$73.17
		3	\$76.85
		4	\$80.68
		5	\$84.71

**HAYWARD ASSOCIATION OF MANAGEMENT EMPLOYEES****APPENDIX B**

July 1, 2023 Equity Adjustments

JOB CODE	CLASSIFICATION	07/01/23 EQUITY
H150	ACCOUNTING MANAGER	3.00%
H198	AIRPORT BUSINESS SUPERVISOR	3.00%
H710	ECONOMIC DEVELOPMENT MANAGER	3.00%
H760	EDUCATION SERVICES MANAGER	3.00%
H580	FIRE SERVICES SUPERVISOR	3.00%
H590	HAZARDOUS MATERIALS PROGRAM COORDINATOR	3.00%
H715	HOUSING MANAGER	3.00%
H850	LAB SUPERVISOR	3.00%
H105	MANAGEMENT ANALYST I	3.00%
H110	MANAGEMENT ANALYST II	3.00%
H735	NEIGHBORHOOD DEVELOPMENT MANAGER	3.00%
H730	NEIGHBORHOOD PARTNERSHIP MANAGER	3.00%
H320	PLANNING MANAGER	3.00%
H400	POLICE PROGRAMS ANALYST	3.00%
H315	PRINCIPAL PLANNER	3.00%
H240	SENIOR CIVIL ENGINEER	3.00%
H406	SENIOR CRIME & INTELLIGENCE ANALYST	3.00%
H115	SENIOR MANAGEMENT ANALYST	3.00%
H310	SENIOR PLANNER	3.00%
H210	SENIOR TRANSPORTATION PLANNER	3.00%
H813	SENIOR WATER RESOURCES ENGINEER	3.00%
H800	SOLID WASTE PROGRAM MANAGER	3.00%
H750	SUPERVISING LIBRARIAN I	3.00%
H230	SURVEY ENGINEER	3.00%
H880	UTILITIES ENGINEERING MANAGER	3.00%
H860	WPCF MAINTENANCE SUPERVISOR	3.00%
H865	WPCF OPERATIONS & MAINTENANCE MANAGER	3.00%
H205	AIRPORT MANAGER	5.00%
H200	AIRPORT OPERATIONS SUPERVISOR	5.00%
H430	ANIMAL SERVICES ADMINISTRATOR	5.00%
H170	BUDGET OFFICER	5.00%
H335	CITY BUILDING OFFICIAL	5.00%
H435	COMMUNICATIONS ADMINISTRATOR	5.00%
H566	INFORMATION TECHNOLOGY MANAGER	5.00%
H420	JAIL ADMINISTRATOR	5.00%
H555	NETWORK SYSTEMS SPECIALIST	5.00%
H415	PROPERTY & EVIDENCE ADMINISTRATOR	5.00%
H425	RECORDS ADMINISTRATOR	5.00%
H810	SENIOR UTILITIES ENGINEER	5.00%
H830	UTILITIES OPERATIONS & MAINTENANCE SUPERVISOR	5.00%
H755	LIBRARY OPERATION MANAGER	10.00%
H180	PURCHASING & SERVICES MANAGER	10.00%
H340	SUPERVISING PERMIT TECHNICIAN	10.00%