

# Memorandum of Understanding

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*between*

*CITY OF HAYWARD*

*and*

*HAYWARD POLICE OFFICERS' ASSOCIATION*

July 1, 2024 through December 31, 2029

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**Memorandum of Understanding**  
**Between**  
**City of Hayward**  
**and**  
**Hayward Police Officers' Association**

On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and authorized representatives of the Hayward Police Officers' Association, herein called the "Association" made and entered into this Memorandum of Understanding.

This Memorandum of Understanding is subject to all existing state laws and the Charter, ordinances, resolutions, Administrative Rules and Personnel Rules of the City except as expressly provided to the contrary by this Memorandum of Understanding.

**1.00 RECOGNITION**

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The City recognizes the Association as the majority representative for the unit of employees consisting of the following classifications:

Police Officer

Police Sergeant

Police Lieutenant

**2.00 PROBATIONARY PERIOD**

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**2.00 Appointments Subject to Probationary Period**

All appointments to positions in the representation unit shall be subject to a probationary period. The regular period of probation shall be two (2) years for the classification of Police Officer and one (1) year for all other classifications in the unit. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager 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 all or a portion of the time continuously served in acting or provisional status credited towards satisfaction of the probationary period for the position. Credit allowed for this purpose, if any, shall be at the sole discretion of the Chief of Police and shall not affect the employee's effective date of regular status in the promoted

position as provided in Section 2.04, Effective Date of Regular Status, of this Memorandum of Understanding.

## **2.01 Release of Probationer**

The Department Head shall recommend retention or rejection of the probationer prior to the expiration of the probationary period. During the probationary period, an employee may be released at any time without the right of appeal. Written notice of release designating the effective date of such action shall be furnished to the probationer.

## **2.02 Release Following Promotion**

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

## **2.03 Effective Date of Regular Status**

Upon successful completion of a probationary period, an employee's effective date of regular status in a classification shall be the date upon which the employee was appointed to the classification in probationary status.

In the event two (2) or more employees in the classification of Police Officer have the same effective date of regular status, relative seniority shall be determined first by rank position on the eligibility list for Police Officer, next by date of probationary appointment to a classification outside of the representation unit, and next by lot until all seniority "ties" are resolved.

In the event two (2) or more employees in a classification other than Police Officer have the same effective date of regular status, relative seniority shall be determined first by rank position on the eligibility list for the classification involved, next by date of probationary appointment to another classification within the representation unit, next by date of probationary appointment to a classification outside of the representation unit, and next by lot until all seniority "ties" are resolved.

## **2.04 Compensation and Benefits Upon Reinstatement**

Employees reinstated pursuant to the provisions of the City of Hayward Personnel Rules shall be re-employed in a regular status and shall not be required to serve a probationary period. Reinstatement shall not entitle the

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employee to resume special assignments or positions held at the time of resignation. The effective date of employment with the City and in the classification shall be the date of reinstatement. The names of employees so reinstated shall not be restored to unexpired eligible registers for promotions. Participation in all other benefit programs and programs providing special compensation and/or allowances shall be the same as for new employees.

Employees who are reinstated within one (1) year from the date of resignation shall be entitled to be returned to the salary step previously held at the time of resignation. Time-in-step accumulation, if applicable, shall also be restored. Employees who are reinstated between one (1) and two (2) years from the date of resignation shall be entitled to be returned to not less than third step; when merited for exemplary performance of duties and when recommended by the Department Head and approved by the City Manager, such employees may subsequently be advanced without regard to time-in-step.

Reinstated employees shall be allowed immediate participation in the police education incentive program, providing they meet all other conditions of Lexipol Policy 1030, but shall not be allowed credit for any prior service with the City of Hayward in satisfaction of the ten (10) year longevity requirement contained in Section IV(c)(6) of said rule.

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**3.00 LAYOFFS AND RESIGNATIONS**

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**3.01 Layoffs**

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

Layoff to the next lower class is authorized provided that one (1) the employee to be laid off has previously served in said lower class and two (2) the original date of appointment to that class predates at least one (1) employee presently serving therein. Employees demoted in lieu of layoff shall be placed on a reemployment register for a period of four (4) years for the classification held at the time the layoff occurred. 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 Resignations**

Any employee wishing to leave the employ of the City in good standing shall file with the Department Head at least two (2) weeks before leaving the service



a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Human Resources Director with a statement by the Department Head as to the resigned employee's service performance. Failure of the employee to submit a written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment by the City.

## **4.00 WORK SCHEDULES - OVERTIME**

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### **4.01 Workweek**

Employees shall be on duty for forty (40) hours during each seven (7)-day work period, as provided in the following sections.

### **4.02 Hours of Work, all except Patrol and Traffic**

The work shift for employees shall be ten (10) hours, except as otherwise provided herein.

Employees shall work four (4) consecutive days, except as otherwise provided herein.

Employees restricted to light duty may be assigned to eight (8), ten (10), or twelve-and-one-half (12.5) hour shifts.

School Resources Officers shall work Monday through Friday, with approximately one-third (1/3) of them having Monday off, one-third (1/3) of them having Tuesday off, and one-third (1/3) of them having Friday off.

When the Hayward Unified School District high schools are not in session, School Resource Officers shall work four (4) consecutive days.

The days off configuration for School Resource Officers is intended to address the specific and special needs for deployment to the schools. Therefore, the variation of days off, including split days off, as specified herein, is limited to the position of School Resource Officer and shall not affect the configuration of the workweek or days off for any other position in the Police Department.

Employees assigned to the Personnel, Planning, and Training Bureau and the Office of Ethical Standards shall work either Monday through Thursday or Tuesday through Friday.

The Lieutenant of Detectives shall work either Monday through Thursday or Tuesday through Friday.

Approximately one-half (1/2) of the Detectives, Sergeants assigned to the Investigations' Bureau, and Officers assigned to the Investigations' Bureau as detectives shall work Monday through Thursday, and approximately one-half

(1/2) shall work Tuesday through Friday. Days off for these employees may rotate every three (3) months.

Approximately one-half (1/2) of the Officers assigned as Child Abuse Detectives or Domestic Violence Detectives shall work Monday through Thursday, and approximately one-half (1/2) shall work Tuesday through Friday. Days off for these employees may rotate every three (3) months.

**4.03 Hours of Work, Patrol Division**

The basic work schedule for employees assigned to the Patrol Division shall be three (3) twelve-and-one-half (12.5) hour workdays per week, plus nine (9) ten (10) hour makeup days per year.

Basic patrol shifts and the number of positions assigned to each shift and squad shall be set by the Chief of Police, subject to the terms and provisions of this Agreement.

The basic work hours for patrol shifts are:

- Day shift: 0600-1830
- Overlap (swing) shift: 1330-0200
- Night shift 1800-0630

The basic workdays for patrol shifts are:

- Day shift: A - Wednesday, Thursday, Friday  
B - Monday, Saturday, Sunday
- Overlap shift A - Monday, Tuesday, Sunday  
B - Thursday, Friday, Saturday
- Night shift A - Monday, Tuesday, Wednesday  
B - Friday, Saturday, Sunday
- Relief shift: Tuesday - Day shift  
Wednesday- Overlap shift  
Thursday - Night shift

Employees assigned to the day, overlap, and night shifts shall change workdays in the middle of each six (6) month bid period so that those members working the "A" side will change to the "B" side and those members working the "B" side will change to the "A" side. Employees working the relief shift do not change workdays.

Employees assigned to this schedule shall be required to make up nine (9) ten (10) hour workdays each calendar year. Make-up days may be used for training or special projects as determined by the Chief of Police. The make-up day shall be scheduled so that it coincides with the employee's workweek, meaning that it shall immediately follow the last workday or immediately

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precede the first workday of the employee's normally scheduled workweek, but shall not be on a Saturday, Sunday, or holiday.

A detailed calendar of scheduled make-up days shall be prepared by the Department not later than December 1 of each preceding year showing the schedule of make-up days for each shift for the following calendar year.

Employees shall be paid for forty (40) hours' work at the straight time rate for each payroll week even though the employee is only scheduled to work thirty-seven-and-one-half (37.5) hours. Employees shall receive no additional compensation for attending the ten (10) hour make-up days as these are specifically designed to repay the City for the compensation advanced to the employees working this schedule. The City agrees that it is responsible for keeping an accurate accounting of all hours worked to ensure that employees are compensated and scheduled for make-up days as necessary to carry out the objectives of this schedule.

Employees assigned to this schedule will be compensated for holidays at the rate of ten (10) hours of holiday pay for each holiday. The compensation shall be paid in the pay period in which the designated holiday occurs. Compensation for employees shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status when a designated holiday occurs, the employee shall receive ten (10) hours of holiday pay but will be required to utilize two-and-one-half (2.5) hours of either vacation leave or compensatory time off in order to receive the normal rate of compensation the employee would otherwise be paid for that day.

Employees absent from work shall have an hour-for-hour deduction made to their leave banks as appropriate to the type of leave being taken by the employee. Thus, on twelve and one-half (12.5) hour days, twelve and one-half (12.5) hours shall be deducted. On ten (10) hour make-up days, ten (10) hours shall be deducted unless the employee makes advance arrangements to otherwise make up the ten (10) hours. Approval of special arrangements for make-up workdays shall be at the discretion of the Chief of Police.

All work performed in excess of regularly scheduled work hours, whether before or after a shift, or on an employee's days off shall be considered overtime and shall be compensated as overtime.

Patrol Division Lieutenants, Sergeants, and Officers available for solo patrol may bid for their assignment based on seniority. For the purpose of bidding, seniority shall be based upon continuous length of service in the classification of Police Officer, Police Sergeant and/or Police Lieutenant with the City of Hayward. The term of the bid shall be for a period not to exceed two (2) years, generally consisting of six (6) month increments.

On each shift, the Officers shall be allowed to bid by seniority for each position until the number of positions remaining on a given shift equals the number of positions to be assigned for that shift.

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The Chief of Police may assign up to fourteen (14) Officers who are on probation and/or with the least seniority to patrol squads as follows:

Day shift A squad:	2 Officers
Day shift B squad:	2 Officers
Overlap shift A squad:	2 Officers
Overlap shift B squad:	2 Officers
Night shift A squad:	3 Officers
Night shift B squad:	3 Officers

Within the above group, Officers on probation may be subject to assignment/reassignment of their shift, days off, and work areas when it is determined by management that exposure to varying shifts and areas is necessary to their overall development. In such cases, at least thirty (30) days' notice shall be given to such probationary Officer who is assigned or reassigned.

Staffing minimums shall be accomplished on a shift basis rather than by time of day. Refer to Lexipol Policy 209, and Section 17.11, Departmental Written Directives, of this Agreement.

When staffing shortages or other needs of the Department require a change in shift and/or days off, such change shall be accomplished by the use of volunteer Officers. In the event there are no volunteers to accomplish the change, the change shall be accomplished by the use of inverse seniority. In such cases, at least thirty (30) days' notice shall be given to such Officer who is reassigned.

**4.04 Hours of Work, Traffic Bureau**

The basic work schedule for employees assigned to the Traffic Bureau shall be three (3) twelve-and-one-half (12.5) hour workdays per week, plus nine (9) ten (10) hour make-up days per year.

The basic work hours for traffic shifts are:

Day shift:	0600-1830
Overlap (swing) shift:	1330-0200

The basic workdays for traffic shifts are:

Day shift:	A - Monday, Tuesday, Wednesday B - Thursday, Friday, Saturday
Overlap shift:	A - Monday, Tuesday, Wednesday B - Thursday, Friday, Saturday

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Employees shall change workdays in the middle of each six (6) month bid period so that those members working the "A" side will change to the "B" side and those members working the "B" side will change to the "A" side.

Employees assigned to this schedule shall be required to make up nine (9) ten (10) hour workdays each calendar year. Make-up days may be used for training or special projects as determined by the Chief of Police. The make-up day shall be schedule so that it coincides with the employee's workweek, meaning that it shall immediately follow the last workday or immediately precede the first work day of the employee's normally scheduled workweek but shall not be on a Saturday, Sunday, or holiday.

A detailed calendar of scheduled make-up days shall be prepared by the Department not later than December 1 of each preceding year showing the schedule of make-up days for each shift for the following calendar year.

Employees shall be paid for forty (40) hours' work at the straight time rate for each payroll week, even though the employee is only scheduled to work thirty-seven and one-half (37.5) hours. Employees shall receive no additional compensation for attending the ten (10) hour make-up days, as these are specifically designed to repay the City for compensation advanced to the employees working this schedule. The City agrees that it is responsible for keeping an accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of this schedule.

Employees assigned to this schedule will be compensated for holidays at the rate of ten (10) hours of holiday pay for each holiday. The compensation shall be paid in the pay period in which the designated holiday occurs. Compensation for employees shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status when a designated holiday occurs, the employee shall receive ten (10) hours of holiday pay, but will be required to utilize two-and-one-half (2.5) hours of either vacation leave or compensatory time off in order to receive the normal rate of compensation the employee would otherwise be paid for that day.

Employees absent from work shall have an hour-for-hour deduction made to their leave banks as appropriate to the type of leave being taken by the employee. Thus, on twelve and one-half (12.5) hour days, twelve and one-half (12.5) hours shall be deducted. On ten (10) hour make-up days, ten (10) hours shall be deducted, unless the employee makes advance arrangements to otherwise make up the ten (10) hours. Approval of special arrangements for make-up workdays shall be at the discretion of the Chief of Police.

All work performed in excess of regularly scheduled work hours, whether before or after a shift, or on an employee's days off shall be considered overtime and shall be compensated as overtime.

The Sergeant assigned to the Traffic Bureau and the Officer assigned as the Report Review Officer may be required to work four (4) ten (10) hour days at the discretion of the Chief of Police.

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Employees assigned to the Traffic Bureau to fill grant funded positions may be required to work four (4) ten (10) hour days at the discretion of the Chief of Police.

Traffic Bureau employees assigned to ten (10) hour days shall work four (4) consecutive days and shall not be required to attend make-up days.

Traffic Bureau employees assigned to ten (10) hour days shall not be subject to any of the portions of this Section which are by their nature only relevant to employees working the three (3) twelve and one-half (12.5)-hour workday schedule.

#### **4.05 Overtime**

Overtime shall be approved in advance by the Chief of Police or their designated representative(s). The Chief of Police may specify those occasions where prior approval for overtime work is not required. The Chief of Police shall promulgate any additional regulations required for the administration and control of overtime.

Overtime work, other than Court Appearance Time, is defined as follows:

- A. For employees on a four (4) day ten (10) hour work schedule, after ten (10) hours of work have been performed on an employee's regularly scheduled work shift, all additional hours worked shall be classified as overtime. For employees on a five (5) day eight (8) hour work schedule, after eight (8) hours of work have been performed on the employee's regularly scheduled work shift, all additional hours worked shall be classified as overtime. As an exception to the foregoing, an employee who has completed a regular shift and has been released for the day and who is then called back to work for the performance of duty assignments shall be in an overtime status for all hours worked. A four (4) hour minimum guarantee shall apply in such cases. This minimum shall not apply in those instances where the overtime worked is contiguous to the employee's regular hours of work.

The four (4) hour minimum overtime guarantee shall apply to employees who are called in to attend meetings.

- B. In the event an employee works all hours in a scheduled shift, work performed in advance of and contiguous to the employee's scheduled shift shall be classified as overtime. Such time shall not be subject to the four (4) hour minimum guarantee.
- C. Any work performed by employees on regularly scheduled days off or during a scheduled vacation shall be classified as overtime. For the purpose of this Section, the use of accrued compensatory time shall not be considered a "regularly scheduled day off."

## 4.06 Overtime Compensation

Employees shall be compensated at an overtime rate of one and one-half (1.5) times the employee's regular straight time hourly rate in effect at the time the overtime is worked. For purposes of this section, "straight time hourly rate" is defined as the employee's base salary rate plus the hourly equivalent of any assignment related differentials, including those listed in Section 7.11 of this Agreement. "Straight time hourly rate" is not the same as "regular rate of pay" as such term is defined in the Fair Labor Standards Act (FLSA) and does not include items such as educational incentives, longevity pay, or other items of pay that may be considered "remuneration" under the FLSA and its interpreting regulations. An employee, within their sole discretion, may accrue not more than four-hundred eighty (480) hours of compensatory time *off* in lieu of overtime pay. Accrued compensatory time shall be used when requested by the employee and approved by the Department Head or when scheduled by the Department, provided twenty-four (24) hours' notice is given to the employee concerned or shall be paid for in cash at the time of separation.

The City shall compensate employees by pay for all other overtime subject only to the availability of such funds. An amount of money shall be budgeted to pay for overtime, and such amount shall be based upon previous experience in the use of overtime work in the Department. Work required to be performed in excess of an employee's regular workday or workweek by reason of change in shift assignment shall be compensated at straight time rates.

All overtime shall be compensated to the nearest fifteen (15) minute interval. Compensation shall commence upon arrival of the employee at the assigned duty station. In the event of a call-back situation as defined in Section 4.05, Overtime, paragraph A, overtime compensation shall commence upon the employee's personal receipt of notification to return to work. In no event shall more than thirty (30) minutes of overtime compensation be paid from the time of notification to the time the employee reports to work.

Under no circumstances shall overtime compensation exceed one and one-half (1.5) times the employee's regular rate of pay as provided above. In the event two (2) or more authorized overtime assignments overlap and the job duties for each assignment are compensable at different hourly rates, the highest hourly rate shall apply to all overlapping hours.

## 4.07 Court Appearance Time

Employees who are subpoenaed to appear in court on a regularly scheduled day *off* shall receive a minimum of four (4) hours' pay at the overtime rate for an actual appearance in court, or four (4) hours' pay at the straight time rate if cancellation occurs on the scheduled day of appearance.

Employees who are subpoenaed to appear in court during off-duty hours on a scheduled workday shall receive a minimum of four (4) hours' pay at the overtime rate for an actual appearance in court, or four (4) hours' pay at the straight time rate if cancellation occurs on the scheduled day of appearance. This minimum guarantee shall not apply to those hours which are part of an employee's regularly scheduled work shift.

Court overtime shall commence at the time of appearance. In the event it is necessary to obtain evidence immediately prior to the actual court appearance, up to thirty (30) minutes of overtime may be authorized immediately prior to the specified court appearance time. Court overtime shall also include the actual time necessary to travel to the designated court location from the Hayward Police Department or from the employee's residence, whichever is closer. Any overtime necessary to obtain evidence and/or travel to the designated court location shall be counted towards satisfying the minimum guaranteed overtime compensation.

No more than two (2) guaranteed minimums shall be paid in any one day. In the event two or more court appearance times are contiguous or overlap, only one (1) minimum guarantee shall apply. Should an actual appearance be required on a case, and the employee is not released in sufficient time to appear for subsequently scheduled cases, the subsequent cases shall not be subject to the minimum guarantee. Guaranteed minimums shall apply only one (1) time per case per day unless a subpoena is issued for the same case at the behest of another criminal justice authority for a different time of day, and provided that it is neither contiguous to nor overlaps with the compensable time period of the first subpoena.

In order to qualify for minimum guarantees at the time and one-half (1.5) rate, employees must physically respond to the designated court location and must remain there until released by competent authority. In lieu of physically responding to a court location, employees may call to learn if an appearance will be required. If this is not known at the time of initial contact, the employee may make arrangements with competent authority to call or be called at a later time to learn about appearance requirements. Once having made these arrangements, an employee will be entitled to minimum court guarantees at the time and one-half (1.5) rate only in the event an appearance is required by competent authority.

Such guarantees shall commence upon arrival at the designated court location; the time interval between the originally specified appearance and the actual time of appearance shall not be compensable. The Chief of Police shall promulgate whatever additional regulations may be necessary to ensure that employees are available for court appearances as required.

#### **4.08 Attendance Records**

Employees shall attend work in accordance with rules regarding hours of work, holidays, and leaves. The Department shall keep daily attendance records of employees.

Employees who are unable to report to work for any reason shall notify a supervisor or watch commander at least one (1) hour prior to their scheduled start time. The Department Head may waive this requirement upon presentation of a reasonable excuse by the employee.



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

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### **5.01 Representatives**

The Association shall designate not more than three (3) employees as accredited representatives of the Association who shall have authority to act for and bind the Association in matters pertaining to the administration of this Memorandum of Understanding.

### **5.02 Permission to Leave Assignments**

Employee representatives shall not leave the duty or workstation or assignment without specific approval of the Department Head.

### **5.03 Time Off for Representatives**

The City shall allow a reasonable number of employee representatives (not less than two (2) employees) of the Association reasonable time off during regular work hours without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation.

## **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 access to medical insurance benefits to active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. Eligibility of an employee or a dependent to participate in this program shall be in accordance with 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 CalPERS 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 CalPERS for medical insurance benefits. The City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to any contribution provided to an active employee under this Section.

## 6.02 Dental Plan

The City shall purchase dental insurance coverage for full-time employees, other than temporary and provisional employees, and their eligible dependents. The City's contribution towards the purchase of insurance offered by Delta Dental or a successor plan shall not exceed One hundred nineteen dollars and four cents (\$119.04) per employee per month, and the City contribution towards purchase of insurance offered by United Concordia or a successor plan shall not exceed fifty-six dollars and eighty-five cents (\$56.85) per employee per month except as provided below.

Benefits under the Delta Dental Plan shall include the following: One hundred percent (100%) payment of diagnostic and preventative services; eighty percent (80%) payment for other basic services, and crowns and cast restorations; seventy percent (70%) payment for prosthodontics; fifty percent (50%) payment for orthodontics (adults and children). Deductibles each calendar year shall be twenty-five dollars (\$25.00) per person with a maximum of seventy-five dollars (\$75.00) per family. Maximum benefit payments shall be two-thousand dollars (\$2,000.00) per year for each patient except for orthodontics, which shall carry a two-thousand dollar (\$2,000.00) lifetime maximum benefit per patient.

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

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

## 6.03 Federal or State Health Plan

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital-medical, dental care, prescription drug, or other health benefits to be provided employees under such federal or state Act, the City's obligation to furnish the same benefits under the Medical and Dental Plans shall be suspended and the contributions agreed to be paid monthly hereunder by the City under Sections 6.01, 6.02, 6.04 and 6.06 of this Memorandum of Understanding shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under Sections 6.01, Medical Insurance, 6.02, Dental Plan, 6.04, Flexible Benefits Allowance, and 6.06, Vision Care, the City shall, to the extent practicable, provide a plan of benefits supplementary to the federal or

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state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under said Sections 6.01, 6.02, 6.04, and 6.06. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under Sections 6.01, 6.02, 6.04, and 6.06 and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described.

If the benefits provided under the federal or state Act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution in pursuance of this Section.

In the event that the federal or state government enacts a health care program requiring contributions by employees, such employee contributions shall be reimbursed by the City in the amount by which said employee contribution reduces the City contribution required under this Section of the Memorandum of Understanding.

#### **6.04 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 (1) of the CalPERS medical insurance plans offered by the City. Employees can use this contribution to offset the cost of benefits purchased through the 125 Plan. The value of any flexible benefit allowance provided by the City shall be determined as follows:

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

- A. If the premium for family level coverage under the Blue Shield HMO plan is greater than the premium for family level coverage under the Kaiser plan, the City's maximum employer contribution for participation in any plan, at any participation level (employee only, employee +1, or employee +2 or more) shall be equal to the premium for family coverage under the Blue Shield HMO plan, which includes the City's contribution pursuant to Section 6.01, Medical Insurance, above. The City's total contributions to an employee under the provisions of Section 6.01 and this Section shall be the family level premium cost for Blue Shield HMO coverage or the premium cost for the plan selected, whichever is less.
- B. If the premium for family level coverage under the Kaiser plan is greater than the premium for family level coverage under the Blue Shield HMO plan, the City's maximum employer contribution for any participation level of coverage (employee only, employee +1, or employee +2 or more) shall be equal to the premium for coverage under the Kaiser plan, which includes the City's contribution pursuant to Section 6.01, Medical Insurance, above. The City's total contributions to an employee under the provisions of Section 6.01 and this Section shall be the family level

premium cost for Kaiser coverage or the premium cost for the plan selected, whichever is less.

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

Each employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how contributions to the employee's Flexible Benefits Account are to be spent during the ensuing twelve (12) month period. Thereafter, no changes to designations so made shall be allowed until the open enrollment period of the following year except for changes due to an eligible qualifying event.

Each employee shall be responsible for providing immediate written notification to the Human Resources Director 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 and/or direct payments made by the City for the payment of medical insurance premiums. An employee who, by reason of failing to report a 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 benefit payments associated with changes in an employee's number of dependents shall take effect at the start of the first pay period in the month after notice of the change is received by the Human Resources Department. No retroactive increases to the Flexible Benefit Allowance provided by the City shall be allowed.

## **6.05 Alternate Benefits**

Employees who do not participate in a City sponsored health insurance program shall be allowed an alternative benefit in the form of a cash payment in lieu of benefits listed in Section 6.01, Medical Insurance, and Section 6.04, Flexible Benefits Allowance, of this Memorandum of Understanding.

### **A. Eligibility**

Eligibility for receipt of alternative benefits is restricted to those employees in regular or probationary status who: One (1) elect to opt-out of receiving City contributions under Section 6.01 and 6.04, and two (2) provide proof of medical insurance coverage from a plan other than a City sponsored plan.

B. Amount of Benefit

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:

Coverage Level	Monthly Alternative Benefit
Employee only	Two hundred ten dollars (\$210.00)
Employee and one (1) dependent	Three hundred eighty dollars (\$380.00)
Employee and two (2) or more dependents	Five hundred dollars (\$500.00)

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

Any cash payment provided under this Section shall be reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board (FTB) 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.

A full-time employee who does not receive a City contribution under Section 6.01 and 6.04 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 City employee 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 the employee's enrollment as a dependent of another health insurance plan, up to a maximum alternative benefit of two hundred ten dollars (\$210.00) 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 and 6.04:

Employee only - total cost of five hundred dollars (\$500.00) per month

Employee and one (1) dependent - total cost of one thousand dollars (\$1,000.00) per month

Employee and two (2) or more dependents - total cost of one thousand four hundred dollars (\$1,400.00) per month

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Example 1. Employee 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 one (1) level (City cost of one thousand (\$1,000.00) per month), with Employee B enrolled as Employee A's one (1) dependent. If each employee was to participate in a City-sponsored plan as an individual employee, then the City's cost would be five hundred dollars (\$500.00) per month for each employee (or a total of one thousand dollars (\$1,000.00) per month for two (2) 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. Employee A and B are spouses who both work for the City of Hayward. They have one (1) child. Employee A participates in City-sponsored health insurance at the Employee plus two (2) or more level (City cost of one thousand four hundred dollars (\$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 five hundred dollars (\$500.00) per month), and Employee A's participation was modified to Employee plus one (1) (City cost of one thousand dollars (\$1,000.00) per month), the City's total cost for providing benefits to both employees would increase from one thousand four hundred dollars (\$1,400.00) to one thousand five hundred dollars (\$1,500.00) per month. Since the City realizes a one hundred dollar (\$100.00) 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 would be one hundred dollars (\$100.00) per month.

Example 3. Employee A and B are spouses who both work for the City of Hayward. They have two (2) children. Employee A participates in City-sponsored health insurance at the Employee plus two (2) or more level (City cost of one thousand four hundred dollars (\$1,400.00) per month), with Employee B and the two (2) children enrolled as Employee A's dependents. If Employee B was to enroll in a City sponsored plan individually (City cost of five hundred dollars (\$500.00) per month), and Employee A continued to participate in Employee plus two (2) or more benefits with the two (2) children as dependents (City cost of one thousand four hundred dollars (\$1,400.00) per month), the City's costs for providing benefits to both employees would increase from one thousand four hundred dollars (\$1,400.00) to one thousand nine hundred dollars (\$1,900.00) per month. Since the City realizes a five hundred dollar (\$500.00) 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 two hundred ten dollars (\$210.00) per month (the maximum alternative benefit available to employees enrolled as dependents of another employee).

### C. Enrollment Procedures

1. Initial Enrollment - Employees requesting an alternative benefit must apply to the Human Resources Director and specify; one (1) the number of dependents who would otherwise be eligible (as defined in Paragraph B above) to be covered under a City medical insurance plan; two (2)

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provide proof of medical insurance coverage from a plan other than a City sponsored plan. The effective date of participation shall be the first of the month following receipt of application in the Human Resources Department.

2. **Changes in Enrollment.** Employees who experience a qualifying event that would allow for enrollment in a City-sponsored health insurance plan outside of the annual open enrollment period may elect to withdraw participation in the alternative benefit program and participate in medical insurance coverage available from the City.

In addition to the foregoing, changes in enrollment status will be allowed as required upon a change in the number of an employee's dependents, provided such change has an effect upon the employee's participation in the program. An employee who experiences an increase in eligible dependents, and who is already enrolled in the program, may apply for a corresponding increase in benefit amounts contributed by the City. The increase will be effective the first of the month following receipt of application. An employee who experiences a decrease in eligible dependents shall be required to report same to the Human Resources Department, and a corresponding reduction in benefit amounts contributed by the City shall be made.

All such adjustments in benefit amounts and withdrawals from the alternative benefit program shall take effect on the first of the month following the notification of the qualifying event to the Human Resources Department.

The City Manager may, in individual cases, grant exceptions to the enrollment procedures recited above because of unforeseen circumstances which may result in hardship to an employee.

## **6.06 Vision Care**

The City shall purchase vision care insurance for employees and their eligible dependents. The plan shall require a ten dollar (\$10.00) deductible and shall provide for an eye examination and lenses one (1) time per year and frames once every two (2) years.

The City's contribution towards the purchase of this insurance shall not exceed Seventeen dollars and forty-seven cents (\$17.47) per employee per month except as provided below. In the event the premium rate charged by the vision care insurance carrier is increased such that it exceeds the maximum contribution amount listed above, the City shall pay the additional amount on behalf of employees for the remaining term of this Memorandum of Understanding only.

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

## 6.07 Retirement Plan

The City shall contract with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits to members of the representation unit. Classic members shall receive the following retirement benefit package:

1. Three percent (3%) @ fifty (50) Patrol or Local Safety Member
2. Additional Service Credit two (2) Years - Local Member
3. Military Service Credit as Public Service
4. Military Service Credit for Retired Persons
5. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor
6. 1959 Survivor Benefit Level three (3)
7. Post-Retirement Survivor Allowance
8. Post-Retirement Survivor Allowance to Continue After Remarriage
9. Final Compensation one (1) Year
10. Two percent (2%) Annual Cost-of-Living Allowance Increase
11. Five hundred dollar (\$500.00) Retired Death Benefit
12. Prior Service

New members as defined by the Public Employees' Pension Reform Act (PEPRA) pension reform statute shall receive the following retirement benefit package:

1. Two and seven-tenths percent (2.7%) @ fifty-seven (57) Formula for Safety Members
2. Additional Service Credit two (2) Years - Local Member
3. Military Service Credit as Public Service
4. Military Service Credit for Retired Persons
5. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor
6. 1959 Survivor Benefit Level three (3)
7. Post-Retirement Survivor Allowance
8. Post-Retirement Survivor Allowance to Continue After Remarriage
9. Final Compensation three (3) Years
10. Two percent (2%) Annual Cost-of-Living Allowance Increase
11. Five hundred dollar (\$500.00) Retired Death Benefit
12. Prior Service

The City shall amend its contract with CalPERS to include the Pre-Retirement Option 2W Death Benefit for Classic and new members as defined by PEPRA. This benefit will become effective upon completion of the contract amendment with CalPERS.



## **6.08 Supplemental Retirement Benefit**

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

For employees retiring on or after July 1, 2004, eligibility for retiree medical plan contributions is limited to employees who have completed ten (10) years of service or more with the City of Hayward. The vesting provision is not applicable to industrial disability retirements.

Effective July 1, 2004, the City shall contribute up to two hundred sixty-one dollars and sixty-four cents (\$261.64) per month or the Kaiser North single party rate, whichever is greater, less the amount provided in Section 6.01, Medical Insurance, above, for each active employee, each eligible retired employee who was hired before May 1, 2012, or the eligible survivor of a retiree who was hired before May 1, 2012 who subscribes for coverage.

Effective May 1, 2012, the City shall not contribute more than a total of five hundred eight dollars and thirty cents (\$508.30) per month, less the amount provided under Section 6.01 above, for each eligible retired employee who was hired on or after May 1, 2012 or to the eligible survivor of a retired employee who was hired on or after May 1, 2012 toward the premium cost of City sponsored health insurance. The City contribution shall not exceed the lesser of five hundred eight dollars and thirty cents (\$508.30) or the premium cost, which is either the basic rate or the supplement to Medicare rate incurred by the retiree or the retiree's survivor under CalPERS policy, and includes any required Public Employees' Medical and Hospital Care Act (PEMHCA) contribution.

In the event CalPERS requires a minimum employer payment in excess of the amounts provided above, the City shall pay such additional amounts during the term of this Memorandum of Understanding.

The supplemental benefits provided under this provision are paid in the form of cash to the retiree on a monthly basis. To receive a benefit under this provision, an employee must begin receiving pension benefits from CalPERS within one hundred and twenty (120) days of leaving City employment and be enrolled in a CalPERS sponsored health plan. Retirees are solely responsible for any tax consequences associated with the receipt of benefits under this Section.

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

The City and HPOA recognize the need to fund retiree medical. As such, beginning with the pay period that includes July 1, 2018, employees represented by HPOA shall contribute one percent (1%) of base salary (excluding all special pays, allowances and overtime), to an irrevocable trust to fund the unfunded retiree medical obligations. The contribution made by employees to the trust fund shall be exclusively allocated for the expense of retiree healthcare of its members. This provision shall remain in effect until such time that a successor agreement has been negotiated.

**6.10 Other Benefits**

Effective July 1, 2024, the City shall contribute three thousand dollars (\$3,000.00) annually to the deferred compensation account of employees hired on or after May 1, 2012 paid bi-weekly in the amount of one hundred fifteen dollars and thirty nine cents (\$115.39). For employees hired on or after July 1, 2024, this benefit will be limited to PEPRA employees.

**7.00 SALARY ADMINISTRATION**

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**7.01 Salary Administration Policy**

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

**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 (1) or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment, except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually well qualified.

**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 apply before an employee gains eligibility for advancement in pay.

Step	Time-in-Step
A to B	Six (6) months
B to C	Six (6) months
C to D	One (1) year
D to E	One and one half (1.5) years

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing their duties, an employee may be advanced prior to completion of the above time-in-step requirements. When a pay range consists of less than five (5) steps, the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin in the first five (5) days of the payroll period, otherwise time shall begin on the first day of the next payroll period. Advancement in pay, when approved, shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements outlined above. If an employee is on

leave without pay for more than one (1) month, the period shall be deducted from the accumulated time-in-step.

#### **7.04 Attaining Advancement**

An employee must demonstrate that advancement is merited based on job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position. The Department Head shall be notified by the Human Resources Director of an employee's 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 heads in determining whether step advancements have been earned and should be recommended to the City Manager.

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

The Department Head has the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. The Department Head 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. The Department Head shall notify employees as to the reasons for withholding step advancements.

The City and the Association agree that in this Section and in Sections 7.04, Attaining Advancement, and 7.05, Use of Performance Ratings in Determining Whether Step Advancement is Merited, "merited" shall mean being worthy of or deserving of a step increase by exhibiting competent performance.

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

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, or they would be eligible for step advancement shortly in their previous position, they may receive the next step in the salary range of the new position which is close to a five percent (5%) increase in pay. The City and the Association agree that "close to a five percent (5%) increase" shall be interpreted as at least five percent (5%), but in no case shall it be an amount greater than the fifth step of the salary range for the classification to which the employee promoted. When no advancement in salary is granted on promotion, employees may be allowed to carry forward time-in-step accumulation. Employees promoted to a higher position who, at the time of promotion, are serving in such position in an acting or provisional status shall be entitled to have all time continuously served credited towards time-in-step requirements. In no event shall an employee receive a rate of pay in excess of the maximum rate of the classification to which the employee is promoted.

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

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

## **7.09 Change in Pay Upon Reclassification**

When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, the employee shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the next step immediately above the present salary. When recommended by the Department Head and approved by the City Manager, additional advancement may be granted. If no change in salary is granted, the employee may be allowed to carry forward time-in-step accumulation.

When a position is reallocated to a classification with a lower salary range, the incumbent employee's pay shall not be reduced 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 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 Pay for Employees in an "Acting" Capacity**

An employee who is assigned to and performs the duties of a higher-level position on an "acting" basis for a continuous period of one (1) week or longer shall receive the salary step of the assigned position which is an increase over the employee's present salary step, or a five percent (5%) increase in pay, whichever is the greater. In no event shall an employee receive acting pay at a rate which is more than the maximum rate of pay for the classification in which the employee is acting. In the event said acting assignment is in a position in another representation unit, an hourly rate shall be established which, when combined with the City's current payment of employee contributions to the California Public Employees' Retirement System (CalPERS), is equal to the salary step the employee is eligible to receive pursuant to the provisions of this Section. Acting pay so provided shall be retroactive to the first day of assignment.

An employee who is receiving acting pay by reason of assignment to a position in the Management Unit or Police Management Unit shall not be entitled to receive overtime compensation during such period of assignment for overtime work involving the performance of duties associated with the acting position. If such employee is required to perform overtime work in the performance of duties related to the employee's regular position, the employee shall be entitled to receive overtime compensation based on the rate of pay for the employee's regular position for time spent performing such duties.

The Chief of Police shall authorize, on an informal basis only, the use of administrative leave by affected employees, provided that all other terms and conditions relative to the performance of the acting assignment at a management level are present. Any such informal administrative leave granted by the Chief of Police shall be pro-rated at 1.54 hours per week based upon the duration of the acting assignment. Any granting of unofficial or informal administrative leave during an acting assignment shall be at the sole discretion of the Chief of Police and subject to review of the City Manager.

Employees who qualify for acting pay shall be compensated at their acting pay salary level during periods of approved leave with pay which occur while they would otherwise be performing the duties of the higher classification in which they are acting but for being on such approved leave with pay. In the event an employee performing such acting assignment is absent from work because of illness or injury, the City may replace said employee with another employee to perform the acting assignment; or, after five (5) consecutive days of such absence, the City may terminate the employee's acting assignment designation and the additional compensation provided, therefore.

### **7.11 Special Assignment Positions and Premium Pay**

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager and the Personnel Commission. Special assignment positions so established will be reviewed annually by the Personnel Commission. Selection of employees to said positions and removal therefrom shall be made by the City Manager upon recommendation of the Department Head. An employee so assigned shall receive a salary increment not to exceed five percent (5%) of the employee's present salary.

Special assignment positions within a classification which have been previously established by the Chief of Police to meet operational needs of the Department are not subject to the provisions of this Section unless those positions have been established by the City Council or are subject to additional compensation as otherwise specified in this Memorandum of Understanding.

#### **A. Additional Compensation for Field Training Officers/Sergeants**

An employee assigned as a Field Training Officer/Sergeant (FTO) shall receive additional compensation in the amount of five percent (5%) above the employee's current salary step for the duration of the employee's assignment as an FTO. Selection of employees for FTO assignments, evaluation of employees' performance of FTO duties, and removal of employees from FTO assignments shall be at the sole discretion of the Chief of Police. As an exception to the foregoing, employees who are removed from an FTO assignment by reason of disciplinary action imposed because of misconduct shall be entitled to appeal such removal as provided in Section 13.00, Grievances, of this Memorandum of Understanding.

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B. Motorcycle Patrol Premium Pay

An employee assigned to the motorcycle patrol/traffic unit shall receive additional compensation in the amount of five percent (5%) above the employee's current salary step for the duration of the employee's assignment to the motorcycle patrol/traffic unit.

C. Bi-Lingual Pay

The Chief of Police or designee shall identify those employees who are required in the performance of their duties to converse and/or communicate in writing with the public in a language other than English. Employees so designated who have demonstrated their competency in a second language by successfully completing a fluency test administered through the Human Resources Department, by a third-party vendor, shall receive bilingual pay as provided below:

- i. Employees who are required in the performance of their duties to converse with the public in a language other than English, and who have demonstrated their competency in a second language by successfully completing a fluency test administered through the Human Resources Department, shall receive bilingual pay in the amount of thirty dollars (\$30.00) per pay period.
- ii. 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 by successfully completing a fluency test administered through the Human Resources Department, shall receive bilingual pay in the amount of one hundred dollars (\$100.00) per pay period.

In no event shall an employee receive more than one hundred dollars (\$100.00) per pay period for bilingual pay pursuant to this section. The City may test an employee to confirm their bilingual competency at any time if the City has a reasonable cause to question the employee's skills. The parties mutually agree that the competency testing shall be administered by a third-party vendor and that the testing process is not subject to grievance. Employees who do not demonstrate continued competency will cease receiving bilingual pay until such time competency is again demonstrated.

If an employee is deemed ineligible for bilingual pay due to competency testing, the employee can appeal the issue of whether the City had reasonable cause to test up to the Director of Human Resources or to such representative as the Director of Human Resources may designate. The grievance may be presented in writing either by the employee or by an authorized union representative to the Director of Human Resources or a designated representative. The Director of Human Resources shall have seven (7) working days from the date of receipt of the grievance to respond. Should the grievance remain unresolved, the grievance may be presented in writing either by the employee or by an authorized union representative to the City Manager or to such representative as the City Manager may designate. The City Manager shall have seven (7) working days from the date of receipt of the grievance to respond.

The Chief of Police shall regularly review the Department's need for bilingual services and shall retain the discretion to recommend to the City Manager

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whether it is necessary to increase or decrease the number of personnel required to converse and/or write in a language other than English in the performance of their duties.

D. Canine Handler Incentive and On-Duty Time

All current and future Hayward Police Officers and Sergeants serving in the special assignment of Canine Handler shall receive a five percent (5%) pay incentive based on their current rate of pay. The incentive will commence when the Officer is selected to the assignment and is assigned a police canine. The incentive will continue during the length of time the Officer is assigned to the Canine Unit and will terminate when the Officer leaves the unit and is no longer responsible for the maintenance of a City-owned police canine. The five percent (5%) incentive pay will not apply to police canines that have been retired from service and sold to handlers as City surplus.

All current and future Police Officers serving in the special assignment of Canine Handler shall receive two (2) hours of on-duty time per week during their normal scheduled canine training day for the purpose of canine maintenance activities. The two (2) hours per week for canine maintenance activity shall commence when the handler is assigned a police canine and will terminate when the handler leaves the Canine Unit. The two (2) hours per week canine maintenance activity will not apply to handlers who leave the unit and purchase a retired police canine as City surplus property.

E. Detective Premium/Investigations Premium

An employee assigned as a Detective shall receive additional compensation in the amount of five percent (5%) above the employee's current salary step for the duration of the employee's assignment to the detective division.

Other employees not assigned as Detectives, such as Sergeants, but regularly assigned to specialized investigative units shall receive additional compensation in the amount of five percent (5%) above the employee's current salary step for the duration of the employee's assignment to any of the following units:

1. Homicide
2. Special Victims Unit ("SVU")
3. Robbery
4. Special Duty Unit ("SDU")
5. Vice

F. Additional Compensation for Investigators Assigned Standby Status

For the purposes of this Section, the following definitions shall apply:

- Detective shall mean a person holding the position of Police Officer who is assigned to work in an investigatory special assignment for a specified period.
- Standby shall mean the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and to be fit and

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able to return to work, if required. It shall not be considered standby when an employee is contacted and required to return to work but has not been required to be available for receipt of such contact.

### Standby Schedule

- A total of two (2) Detectives shall be assigned to be on standby each week.
- Supervisors and managers of the Investigations Division shall make assignments to weeklong standby, one hundred and sixty-eight (168) hour periods, as much in advance as is reasonably possible based on the operational needs of the Investigations Division.
- Employee-initiated changes to the assignment schedule shall be done with reasonable advance notice to affected persons and management. It is the responsibility of the initiating employee(s) to notify their supervisor or manager of any such changes in a timely manner.
- The parties acknowledge and agree that unforeseen emergencies may occasionally impact scheduling.

### Availability:

- Detectives assigned to standby periods shall be available to respond to any homicide, serious crime, or serious event that occurs during non-work hours of the week to which they are assigned. Standby Detectives shall ensure their availability by phone, pager, or other means during their assigned standby week.

### Additional Compensation:

- Each Detective assigned to be on standby shall be compensated at a flat rate of two hundred dollars (\$200.00) per week of assigned standby.
- Notwithstanding the above, if an unforeseen personal emergency or other urgent matter that cannot be rescheduled precludes a Detective from being available for the remainder of the assigned full week of standby duty, the employee shall be compensated at the rate of twenty-eight dollars and seventy-five cents (\$28.75) for each day of completed standby duty. It is the responsibility of such employee to notify the employee's supervisor immediately upon determining that the employee cannot complete the weeklong standby duty.
- The additional compensation due for standby duty shall be paid on the first payday following the conclusion of the week for which the standby duties were performed.
- Nothing in this Section shall interfere with or supersede the provisions of Section 4.03, Hours of Work, Patrol Division, or Section 4.04, Hours of Work, Traffic Bureau, of this Memorandum of Understanding. Employees shall be compensated at the overtime rate for all work performed as a result of being called back to work under the provisions of this Section. There shall be no reduction in compensation for overtime worked as a result of



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being on standby, and there shall be no reduction in standby pay when actual overtime is required.

City Vehicle:

- Each of the two (2) standby employees shall be authorized to take home a designated unmarked City vehicle, which is equipped with critical incident investigative materials. The City vehicle shall be used only for official City business in the course of the assigned employees' standby duty, and for travel to and from work.
- Employees operating a City vehicle on standby status shall comply with Administrative Rules 6.1, City Vehicles, Auto Allowance & Mileage Reimbursement, and 6.9, City Vehicles Tax Reform Act of 1984.

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**8.00 SALARIES**

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

Bargaining unit salaries effective the pay period including July 1, 2024, through the last day of the pay period preceding the pay period that includes July 1, 2025 shall be increased by ten and thirty two one hundredths percent (10.32%). During this same period, the salaries for the Police Lieutenant classification shall be increased by an additional one and one quarter percent (1.25%) for a total increase of eleven and fifty-seven one hundredths percent (11.57%).

Bargaining unit salaries effective the pay period including July 1, 2025 through the last day of the pay period preceding the pay period that includes January 1, 2026 shall be increased by five and one half percent (5.5%). During this same period the salaries for the Police Lieutenant classification shall be increased by an additional one and one quarter percent (1.25%) for a total increase of six and three-quarters percent (6.75%).

The bargaining unit's base wage shall be increased the pay period including January 1, 2026, through the last day of the pay period preceding the pay period that includes January 1, 2027, based on the established salary survey formula below but shall not exceed seven percent (7%).

The salaries for the Police Lieutenant classification shall be increased effective the pay period including July 1, 2026, by one and one quarter percent (1.25%).

The bargaining unit's base wage shall be increased the pay period including January 1, 2027, through the last day of the pay period preceding the pay period that includes January 1, 2028, based on the established salary survey formula below but shall not be less than five percent (5%) and shall not exceed seven percent (7%).

The salaries for the Police Lieutenant classification shall be increased effective the pay period including July 1, 2027, by one and one quarter percent (1.25%).

The bargaining unit's base wage shall be increased the pay period including

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January 1, 2028, through the last day of the pay period preceding the pay period that includes January 1, 2029, based on the established salary survey formula below but shall not be less than five percent (5%) and shall not exceed seven percent (7%).

The bargaining unit's base wage shall be increased the pay period including January 1, 2029, through the last day of the pay period preceding the pay period that includes January 1, 2030, based on the established salary survey formula below.

Salary Survey

Base salary for all classifications covered by this Memorandum of Understanding (MOU) increased by the difference between the total compensation of a Hayward Police Officer and the average of the total compensation for Police Officer of the top four (4) agencies based on a survey of salary and benefits. The percentage increase shall be determined by  $(\text{Total compensation average of top four (4) agencies} - \text{Total compensation of Hayward Police Officer}) / \text{Total compensation of the Hayward Police Officer}$ , rounded to the nearest one hundredth percent (.01%). Hayward may be included in the top four (4) agencies should its compensation so indicate.

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

The salary survey shall be completed by November 30 of each year and include all salaries and benefits effective on January 1, of each year respectively, and approved by the agencies board or council. If on July 1 of each year, any of the above agencies reaches a settlement retroactive on or prior to January 1 of that respective year, thereby changing the average of the top four (4) agencies, a one-time adjustment will be made no later than August 1 of that respective year to salaries to reflect that change. Even withstanding the exceptions outlined above, the salary survey itself shall be completed annually regardless of the years where salary adjustments are not linked to it..

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

survey City's MOU. The amount to be included in the survey for shift differential pay shall be one third (1/3) of the maximum allowable under each separate salary survey City's MOU.

## **8.01 Treatment of Employees' CalPERS Contribution**

### **(A) Employees Hired Before January 1, 2013**

The provisions described in this Section A apply only to CalPERS eligible employees hired before January 1, 2013, or to an eligible employees hired after that date who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c). Referred to as CalPERS "Classic Members."

As long as the annual Employer Contribution Rate required by CalPERS for the fiscal year beginning July 1, 2014 is at least thirty percent (30%), and as authorized by Government Code Section 20516 (Optional Benefits, Cost Sharing), "Classic" bargaining unit members shall be responsible for payment of the nine percent (9%) employee retirement contribution plus an additional six percent (6%) of their salaries, for a total of fifteen percent (15%) to CalPERS as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees. Said contribution shall be credited to each member's account as a normal contribution.

### **(B) Employees Hired on or After January 1, 2013**

This Section B shall apply to CalPERS eligible employees hired on or after January 1, 2013, who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c). Referred to as CalPERS "New Members." The retirement plan for these employees shall be the retirement plan which the City is required to provide new members pursuant to the California Public Employees' Pension Reform Act of 2013.

As long as the annual Employer Contribution Rate required by CalPERS for the fiscal years beginning July 1, 2014 is at least thirty percent (30%), and as authorized by Government Code Section 20516 (Optional Benefits, Cost Sharing), "New" bargaining unit members shall pay a total of fifteen percent (15%) of reportable wages to fund their pensions. The fifteen percent (15%) of reportable wages is comprised of the CalPERS published employee rate, plus the additional contribution to the City's employer rate that the City would otherwise be required to pay to CalPERS for these employees. Under Section 20516, the additional contributions are as follows:

Effective the pay period including July 1, 2014, two and one-quarter percent (2.25%)

Effective the pay period including July 1, 2016, three percent (3%)

Under Section 20516, after July 1, 2016, employees shall continue to pay an additional contribution of three percent (3%). If CalPERS enacts a change to the employee rate as reflected in the Annual Valuation Report, the parties will amend this MOU to ensure it accurately reflects new members pay a total of fifteen percent (15%) of reportable wages to fund their pension.

This contribution currently represents more than the employee's fifty percent (50%) of the normal cost as determined by CalPERS. The amount paid in excess

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of fifty percent (50%) of the normal cost shall constitute employee payment of a portion of the employer's fifty percent (50%) of the normal cost as determined by CalPERS. Said contributions over the fifty percent (50%) threshold shall be credited to each member's account as a normal contribution.

In no event shall the employee contribution be less than fifty percent (50%) of the total normal cost rate, as required by Government Code Section 7522.30. In the event that fifty percent (50%) of the normal cost exceeds fifteen percent (15%), the employee contribution shall be increased to ensure that the employee contribution is fifty percent (50%) of the total normal cost rate in compliance with Government Code section 7522.30. The City agrees to meet and discuss, at the request of the Association, mutually acceptable adjustments to the terms negotiated herein in order to provide equitable treatment of classic and new PEPR employees.

(C) All Members

The City will continue to not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed therefore.

(D) CalPERS Related Costs

The parties acknowledge that at the time this term was negotiated, the City was facing increasing CalPERS costs such that the parties entered into this agreement in an attempt to relieve the impact on the City finances. Further, the parties recognize that the amount to be paid by HPOA members is higher than most public employees and higher than all of the comparable jurisdictions.

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**9.00 HOLIDAYS AND HOLIDAY PAY**

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**9.01 Holidays**

The City's holiday policy shall provide the following holidays to be observed on the days indicated:

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New Year's Day (January 1)	Indigenous Peoples' Day (2nd Monday in October)
Martin Luther King Day (3rd Monday in January)	Veterans' Day (November 11)
Lincoln's Birthday (February 12)	Thanksgiving Day (4th Thursday in November)
President's Day (3rd Monday in February)	Friday after Thanksgiving Day (Friday following 4th Thurs. in November)
Memorial Day (last Monday in May)	1/2 Christmas Eve Day (one-half the regular shift length of the employee, Dec. 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in September)	1/2 New Year's Eve Day (one-half the regular shift length of the employee, Dec. 31)
Admission Day (September 9)	

**9.02 Payment for Holidays Worked**

Employees who are normally required to work on an approved holiday because they work in a position that requires scheduled staffing without regard to holidays shall receive six and seventy-three hundredths percent (6.73%) additional compensation per pay period, calculated on their base pay only. Employees receiving such pay shall not be allowed to take paid time off or accrue paid time off for a City holiday.

Except as provided in this provision, an employee who works on a designated City holiday as part of the employee's regular schedule will not receive any additional compensation based solely on the day's designation as a City recognized holiday. Employees working overtime on a designated City holiday shall be paid at their normal overtime rate and will not receive any additional compensation based solely on the day's designation as a City recognized holiday. Employees who wish to take any day off will be required to use accrued vacation and/or compensatory time.

**10.00 VACATIONS**

**10.01 Use of Vacation Leave**

Vacation leave is a right; however, the use of the same shall be scheduled by the City, taking into account the desires and seniority of employees and the workload requirements of the Department. Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least one (1) full week at a time. In order to give effect to this policy and to realize the greatest benefit from vacation leave for both employees and the City, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

**10.02 Vacation Accrual**

The full-time vacation accrual schedule is as follows:

<b>Years of Service</b>	<b>Per 80 Hour Period</b>	<b>Hourly Equivalent</b>	<b>Annual</b>
0 to end of 4 yrs.	3.08 hrs.	.0385 hrs.	80 hrs.
5 to end of 9 yrs.	4.62 hrs.	.0578 hrs.	120 hrs.
10 to end of 14 yrs.	6.16 hrs.	.0770 hrs.	160 hrs.
15 yrs.& more	7.70 hrs.	.0963 hrs.	200 hrs.

There will be no retroactive adjustments to an employee's vacation leave balances as a result of modifications to the vacation accrual schedule. Employees will accrue at the next highest benefit level on the employee's corresponding anniversary date.

No vacation shall be granted during the first six (6) months of service.

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

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shall not be deducted from employee's accrued leave. Leave time earned but unused at date of termination shall be added to final pay.

No employee shall be allowed to maintain a balance of unused vacation leave in excess of twice the employee's annual allowance. Exceptions may be permitted on approval of the Department Head and the City Manager. In the event the City is unable to schedule an employee for vacation, and as a result the employee accumulates a balance of vacation leave in excess of that provided herein, an exception will be granted by the City. In granting such exceptions, the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue. 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.

For employees hired on or after July 1, 2024, the City may consider prior public sector service when determining the appropriate vacation accrual tier at the time of hire.

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**11.00 SICK LEAVE**

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**11.01 Sick Leave Policy**

Sick leave shall be allowed in case of actual illness of the employee or in the event of illness on the part of a family member living in the employee's home and requiring care from the employee. Sick leave shall be recommended by the employee's supervisor and approved by the City Manager or a designated representative.

In addition to the foregoing, use of family sick leave may be authorized up to a maximum of six (6) days in the event of a serious illness or medical condition necessitating the employee to care for a parent of the employee not living in the employee's home. For purposes of sick leave used to care for a parent not living in the employee's home, a doctor's certification may be required by the Department Head.

**11.02 Sick Leave Allowance**

All full-time employees, other than temporary and provisional employees, shall accrue sick leave at the rate three and seven hundred four thousandths (3.704) hours per payroll period. Employees shall earn sick leave credits in accordance with the foregoing schedule from their initial date of employment and shall be entitled to the use of sick leave upon completion of three (3) months of continuous, full-time satisfactory employment. There shall be no limit upon the number of hours of unused sick leave which may be accumulated by an employee.

Sick leave records shall be maintained on an hourly basis. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay. An employee unable to return to work after an approved period of sick leave without pay may be retired for disability or

separated.

### **11.03 Sick Leave Notice and Certification**

To receive compensation while absent on sick leave, employees or someone in their behalf shall notify the immediate supervisor prior to the time set for reporting to work. Department heads may waive this requirement upon presentation of a reasonable excuse by the employee. Employees shall file a personal affidavit or physician's certificate with their Department Head for forwarding to the Human Resources Director, stating the cause of absence. After five (5) working days' absence, the appointing 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 stating the nature and extent of the illness. In instances where there exists a reasonable suspicion of abuse of sick leave, employees may be directed to file a physician's statement for each illness, regardless of duration, and 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. Such employees may also be required to notify their immediate supervisor of their location during absences from the Department. Failure to comply with these requirements may result in disciplinary action. Sick leave shall not be granted for absences caused by intoxication, excessive use of alcoholic beverages, or substance abuse. As an exception to the foregoing, sick leave may be authorized for the treatment of alcoholism or substance abuse when such conditions are diagnosed by competent medical authority.

Employees who have used less than twenty-six (26) hours of sick leave during the calendar year shall receive an additional thirteen (13) hours of compensatory leave added to their compensatory leave balance no later than March 1 of the following calendar year.

### **11.04 Sick Leave Records**

Sick leave records shall be maintained on a calendar year basis by Payroll. After an absence is approved as sick leave, it shall be deducted from an employee's leave balance. If at the time of separation an employee owes the City for unearned sick leave, the actual time shall be deducted from final pay. Upon separation of employees, sick leave balances for which payment has not been made shall be canceled and shall not be restored if a former employee is reinstated.

### **11.05 Medical and Dental Appointments**

Whenever possible, employees shall make appointments for medical, dental, and similar purposes on Saturday or other non-workdays. If this is not possible, sick leave may be used for these purposes for a minimum period of one (1) hour and should not exceed four (4) hours except in unusual circumstances.

### **11.06 Pregnancy and Childbirth**

Employees who are disabled from work due to pregnancy, childbirth, or a related medical condition are eligible to receive leave during the period of disability in



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accordance with California's Pregnancy Disability Leave law (PDL). Eligible employees may receive up to a maximum of four (4) months of leave under PDL. Leave under the PDL is unpaid. An employee using PDL shall be entitled to use any accrued and unused sick leave. If all sick leave has been exhausted, the employee may request the use of any accrued and unused vacation leave or compensatory time off. While on PDL, the City will continue the employee's group insurance benefits at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

Employees who are disabled from work due to pregnancy, childbirth, or a related medical condition will be required to provide medical certification. The medical certification shall include information regarding the probable duration or durations of any period of disability. If an employee on leave under PDL is also eligible for leave under the Family Medical Leave Act (FMLA), then FMLA will run concurrently with any leave taken under PDL.

Nothing in this Section is intended to conflict with statutory requirements/mandates nor limit the rights of employees under the law.

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 Payment for Unused Sick Leave**

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

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

Effective July 1, 2018, the amount of payment for unused sick leave shall be based on the accumulated unused sick leave balance at the time of separation times the employee's hourly rate on the date of separation times the number of years of continuous service times the percentage factor from the following table, plus applicable incentive pay adjustments.

- Zero percent (0%) to twenty percent (20%) of maximum eligible sick leave accrual = zero percent (0%)
- Twenty and one hundredths percent (20.01%) to fifty percent (50%) of maximum eligible sick leave accrual = one percent (1%)
- Fifty and one hundredths percent (50.01%) to seventy-five percent (75%) of maximum eligible sick leave accrual = two percent (2%)
- Seventy-five and one hundredths percent (75.01%) or more of maximum eligible sick leave accrual = two and one-half percent (2.5%)

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

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

Effective July 1, 2018, and to the extent not prohibited by state or federal laws or regulations, if the employee designates that the payout be designated for deposit in an approved tax-deferred plan for use for future medical expenses, the percentage factors shall be as follows:

- Zero percent (0%) to twenty percent (20%) of maximum eligible sick leave accrual= zero percent (0%)
- Twenty and one hundredth percent (20.01%) to fifty percent (50%) of maximum eligible sick leave accrual = one percent (1%)
- Fifty and one hundredths percent (50.01%) to seventy-five percent (75%) of maximum eligible sick leave accrual = two percent (2%)
- Seventy-five and one hundredths percent (75.01%) or more of maximum eligible sick leave accrual = three percent (3%)

For the purpose of this computation, an employee's hourly rate of pay shall be the employee's annual salary divided by two thousand eighty (2,080) 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.

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

Upon approval of the City Manager or a designated representative, a time bank may be established for the benefit of an employee incapacitated by a catastrophic illness or injury. Employees may donate earned vacation time on a voluntary basis to another employee subject to the conditions listed below:

- A. The employee receiving leave contributions must have exhausted all other leave balances available to the employee 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 paid in accordance with pertinent regulations of the Internal Revenue Code and Franchise Tax Board then in effect.
- C. The donation of leave hours shall not be reversible. In the event all hours donated are not used for the catastrophic illness or injury, the balance will remain with the recipient employee.
- D. All hours donated shall be credited to the recipient as sick leave and shall be subject to the provisions in the recipient employee's Memorandum of Understanding or Salaries and Benefits Resolution regarding the use and payment of the same.
- E. Donated leave time shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's straight time hourly rate of pay.
- F. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations without the approval of the City Manager or a designated representative.

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**12.00 MISCELLANEOUS LEAVES**

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**12.01 Bereavement and Reproductive Loss Leave**

All full-time employees, except temporary and provisional employees, shall be granted bereavement and reproductive loss leave as necessary but not to exceed five (5) work days, three (3) days of which shall be with pay, upon a reproductive loss or the death of a close relative or a registered domestic partner. Reproductive loss events include failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproductive. Close relatives are defined as child, children-in-law, spouse, parent, parent-in-law, stepparent, grandparent, grandchild, sibling, sibling-in-law, someone else related by blood or in a family like relationship ('designated person") and domestic partner duly registered with the Human Resources Department as prescribed by Administrative Rule 2.61, Domestic Partners.

When additional time is desired, and upon a supervisor's review and approval, all full-time employees may be allowed to take accumulated vacation leave or compensatory time off. Upon request of the City, the employee shall furnish proof of the relationship to the deceased.

All full-time employees are allowed a maximum of twenty (20) days for reproductive loss in a twelve (12) month period if multiple events of reproductive loss occur. Full-time employees may utilize the initial three (3) paid workdays plus two (2) unpaid workdays for an initial event. The remaining seventeen (17) allowable reproductive loss days are unpaid. Reproductive loss leave must be taken within three (3) months of the event or end of CFRA/FMLA or other protected leave, if used.

Employees may use available paid leave balances during periods of allowed but unpaid bereavement and reproductive loss leave.

Part-time employees who work a continuous schedule of twenty (20) or more

hours per week shall be granted bereavement and reproductive loss leave with pay as necessary on the same basis as full-time employees, except that this leave shall be prorated based on the number of hours worked.

## **12.02 Jury Leave**

An employee summoned to jury duty shall inform the employee's 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.

## **12.03 Military Leave**

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

## **12.04 Disability Leave**

For employee injuries or disabilities falling within the provisions of the State Workers' Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employees' period of disability. In the case of full-time employees, other than temporary and provisional employees, additional compensation equal to the difference between said employees' regular pay and the disability compensation allowance shall be granted for not more than one (1) year for any one (1) period of incapacity. In the event a waiting period is required before an employee's disability compensation allowance is payable, the employee's regular pay shall be provided during said waiting period.

Employees injured in the line of duty while in a duty status and who require treatment for said injury shall be compensated as follows:

- (A) For employees injured during a regularly assigned shift:

Employees requiring medical treatment shall suffer no loss in pay for any time spent in receiving treatment during the course of their regularly scheduled shift.

- (B) For employees injured while performing overtime work:

Employees requiring medical treatment shall receive overtime pay until they report to the medical facility for treatment provided, however, that if they are required to return to duty upon completion of said medical treatment, they shall suffer no loss of pay for the time required for treatment.

- (C) For employees injured while performing departmentally registered physical fitness activities:

Employees suffering verifiable physical injury while exercising in departmentally registered non-competitive fitness activities shall be eligible for temporary disability under Labor Code Section 4850, in accordance with regulations under said Labor Code Section.

Departmental registration of fitness activities shall mean a detailed listing of activities in which the employee is to engage, which the employee has submitted for review, and which the Department Head or the Department Head's designee has signed.

In no event shall team or competitive sports events be departmentally registered, nor shall an employee receive payments for temporary disability arising out of any team or competitive sports activity or from any fitness activities not departmentally registered.

### **12.05 Parental Leave**

A parent may use up to eighty (80) hours earned sick leave upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings with full intent to adopt.

### **12.06 Leave of Absence**

The City Manager, upon written request of a full-time employee, other than temporary and provisional employees, may grant for the good of the service a leave of absence without pay for a maximum period of one (1) year. The total unpaid leave of absence shall not exceed the equivalent of one (1) year during any two (2) year period. Examples of leaves which may be granted pursuant to the provisions of this Section include educational leaves, extended absences from work by reason of non-occupational illness or injury, and leaves for any other purpose promoting the good of the service. Premium payments made by the City for coverage of the employee and the employee's dependents under group medical and dental insurance programs shall be discontinued for the duration of any leave of absence. An employee may, at the employee's option, elect to continue such coverage by making necessary premium payments to the City in a manner specified by the Director of Finance.

Any leave granted pursuant to this Section shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at the expiration of the approved leave or within a reasonable time after notice to return to duty shall terminate the employee's right to be reinstated.

### **12.07 Family and Medical Leave**

City Administrative Rule 2.45, Family & Medical Leave Act, which establishes procedures for the requesting and granting of leaves of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) is hereby incorporated in and made a part of the MOU.

## **13.00 GRIEVANCES**

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### **13.01 Definition**

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding (MOU) or appeals to disciplinary actions taken against employees who have satisfactorily completed their initial probationary period following employment in a classification in this representation unit. In those instances where an employee is afforded the opportunity for a pre-disciplinary hearing and the employee requests same, the hearing shall be scheduled no later than forty-five (45) days following receipt of the recommended disciplinary action by the deciding authority. In those instances where a pre-disciplinary hearing is held, the results shall be made known to the affected employee no later than forty-five (45) calendar days following completion of the hearing. In the event the city fails to observe any one of the above referenced time limits, the proposed disciplinary action shall be deemed to be null and void. An extension or waiver of the time limits herein provided may be agreed to by the parties.

### **13.02 Procedure**

Grievances must state the basis for the grievance, section(s) violated, and remedy sought.

Should a grievance response not be rendered within the specified time limit of a step in the grievance process, the grievant may immediately appeal to the next step in the process. The grievance or appeal of disciplinary action may be considered settled if the decision of any step is not appealed within the specified time limit. Time limits may be extended by mutual agreement of the parties.

Grievances shall be processed in the following manner:

Step 1. The grievance shall be presented either by the employee or by an authorized Association representative through informal discussion to the designated supervisor of the employee within seven (7) business days after the cause of such grievance occurs. The designated supervisor shall have fourteen (14) business days from date of receipt of the grievance in which to respond.

Step 2. If the grievance is not satisfactorily adjusted at Step 1, the grievance may be presented in writing either by the employee or by an authorized Association representative to the Department Head or to such representative as the Department Head may designate, within fourteen (14) business days of the Step 1 response. The Department Head or a designated representative shall have fourteen (14) business days from date of receipt of the grievance in which to respond.

Step 3. If the grievance is not satisfactorily adjusted at Step 2, the grievance may be presented in writing either by the employee or by an authorized Association representative to the City Manager or to such representative as the City Manager may designate, within seven (7) business days of the Step 2 response. The City Manager or designated representative shall have fourteen (14) business days from the date of receipt of the grievance in which to respond.

Step 4. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding within seven (7) working days of the Step 3 response, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of

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## HAYWARD POLICE OFFICERS' ASSOCIATION

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whom shall be either an employee of the City or an elected or appointed official of the Association, and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

If an Adjustment Board is unable to arrive at a majority decision or the parties agree to waive the use of an Adjustment Board, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager, provided such request is made within thirty (30) days of the Adjustment Board hearing or the waiving of the Adjustment Board hearing. The parties shall make a good faith attempt to select an arbitrator within thirty (30) days of written notice requesting arbitration either following agreement to waive the use of an Adjustment Board or upon the declaration of deadlock by an Adjustment Board convened to hear a grievance, provided however that if the parties are unable to agree upon an arbitrator, a panel of arbitrators shall be requested from the State of California Conciliation Service. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own representation, including preparation and post hearing briefs, if any.

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by the Charter of the City of Hayward. It is the intent of this provision that Adjustment Board and Arbitrator Awards be implemented.

### **13.03 Jurisdiction of Adjustment Board**

No Adjustment Board and 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 of a grievance as set forth in Subsection 13.01, Definition.

### **13.04 Jurisdiction of Arbitrator**

Proposals to add to or change this MOU, written agreements, or addenda supplementary hereto shall not be arbitrable, and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU, written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

### **13.05 Disciplinary Grievances**

No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the City Manager's Officer at Step 3 within seven (7) business days from the time the affected employee was notified of such action.

### **13.06 Compensation Grievances**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the MOU 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 adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

Within fourteen (14) business days of receiving the compensation grievance, the Human Resources Director will issue a written decision at Step 2 of the grievance process.

### **13.07 City Charter Procedure Coordination**

- 1) The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter.
- 2) All grievances of employees represented by the Association shall be processed under this Section. If the City Charter requires that a different option be available to the employee, no action under paragraph (4) or (5) of subsection 13.02 above shall be taken unless it is determined that the employee is not availing himself or herself of such option.
- 3) No action under paragraph (4) or (5) of Subsection 13.02, Procedure, above shall be taken if action on the complaint or grievance has been taken by the Personnel and Affirmative Action Commission, or if the complaint or grievance is pending before the Personnel and Affirmative Action Commission.

### **13.08 Time Off for Grievances**

If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative reasonable time off during regular work hours without loss of compensation or other benefits for this purpose. The grievant and/or the authorized Association representative shall obtain the approval of their immediate supervisor or other authorized departmental supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.

## **14.00 NO STRIKE**

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The Association, its members, and representatives agree that it and they will not engage in or authorize any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties because of any dispute arising during the term of this Memorandum of Understanding, and neither the Association nor any representatives thereof shall engage in such job action for the purpose of effecting changes of personnel or



operations of management or of employees not covered by this Memorandum of Understanding.

## **15.00 MISCELLANEOUS ALLOWANCES**

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### **15.01 Police Education Incentive Program**

- a. Officers completing the approved study or training requirements during the appropriate qualification period shall receive additional compensation of two and one-half percent (2.5%) above the salary step currently held. Said compensation shall be paid for a twelve (12) month period [twenty-six (26) bi-weekly pay periods].

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

- b. An Officer who obtains a POST Intermediate Certificate shall be entitled to additional compensation of three and one-half percent (3.5%) above the salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the Officer is eligible for and submits their application for the POST Intermediate Certificate and their Incentive Pay Request to the Personnel and Training Bureau.
- c. An Officer who obtains a POST Intermediate Certificate and who possesses a four (4) year (BA or BS) degree or higher shall be entitled to compensation of six percent (6%) above the basic salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the Officer is eligible for and submits their application for the POST Intermediate Certificate and their Incentive Pay Request to the Personnel and Training Bureau.
- d. Officers who obtain a POST Advanced Certificate shall be entitled to compensation of eight and one-half percent (8.5%) above the basic salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the Officer is eligible for and submits their application for the POST Advanced Certificate and their Incentive Pay Request to the Personnel and Training Bureau.
- e. Officers who obtain an Advanced Certificate and who possess a master's degree shall be entitled to additional "permanent" compensation of eleven percent (11%) above the salary step currently held.

Under this Section, employees are only eligible to receive additional compensation under Subsections (b), (c), (d), or (e) provided in the table below. Employees cannot combine differentials under (b) through (e). As an exception, all employees receiving additional compensation under Subsections (b) through

HAYWARD POLICE OFFICERS' ASSOCIATION

(e) would also be eligible to receive the two and one-half percent (2.5%) as outlined in Subsection (a) provided they comply with the requirements of that Subsection.

Summary of Requirements and Pay Percentages for POST/Educational Incentive Program		
Subsection	POST/Degree/Years Requirement	Max% Per Subsection
(b)	Intermediate POST	3.5%
(c)	Intermediate POST+ bachelor's degree	6.0%
(d)	Advanced POST	8.5%
(e)	Advanced POST+ master's degree	11.0%
a	Additional % Allowed with Continuing Education <sup>1</sup>	2.5%

<sup>1</sup>Can be combined with incentives earned under (b), (c), (d), or (e).

In no case will an Officer receive more than a total of thirteen and one-half (13.5%) above the basic salary step currently held by reason of the Officer's participation in the program, and in no case will an Officer receive more than a total of twenty-six percent (26%) above the basic salary step currently held by reason of the Officer's combined participation in the Police Education Incentive Program and continuous service as an Officer as outlined in Section 15.02, Continuous Service Pay.

Employees receiving "permanent" additional compensation based on the Education Incentive structure in place prior to July 1, 2018 that is higher than the additional compensation they would be eligible for under the structure provided in this Section and Section 15.02, Continuous Service Pay, combined, effective July 1, 2018, will have their additional compensation frozen at its current level until such time that they would be eligible for a higher benefit under this Section and Section 15.02, combined.

**15.02 Continuous Service Pay**

For the purpose of this Section only, continuous, paid experience in a relevant classification unique to the Hayward Police Department that is contiguous with the employee's acceptance into the Police Academy shall be considered experience as an Officer for the purpose of calculating years of continuous service and eligibility for continuous service pay.

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

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

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

Officers who have experience as a sworn Police Officer with the City of Hayward

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**HAYWARD POLICE OFFICERS' ASSOCIATION**

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for twenty-one (21) years or more shall be entitled to "permanent" compensation of twelve percent (12%) above the basic salary step currently held.

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

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

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

In no case will an Officer receive more than a total of fifteen percent (15%) above the basic salary step currently held by reason of the Officer's continuous service, and in no case will an Officer receive more than a total of twenty-six percent (26%) above the basic salary step currently held by reason of the Officer's combined continuous service and participation in the Police Education Incentive Program as outlined in Section 15.01.

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

### **15.03 Uniforms**

Bargaining unit members assigned to a uniformed assignment will be allowed to wear their Class C (5.11 TDU) uniform for daily use regardless of weather. This provision would supersede Lexipol Policy 1036 Hayward Police Department Policy Manual governing the "Class C Uniform". Lexipol Policy 1036 of the Hayward Police Departments Policy Manual governing "Court and Hearing Attire" would not be affected by the terms of this Section and would remain in effect. The City agrees to replace/repair Class C uniforms damaged in the line of duty, but there would be no initial purchase of Class C uniforms for those who do not currently own them.

### **15.04 Uniform Allowance**

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

1. Each employee's annual uniform allowance will be paid to them in equal installments thirty-four dollars and sixty-two cents (\$34.62) per pay period over twenty-six (26) bi-weekly pay periods.
2. In cases where items of uniform are severely or irreparably damaged in

the line of duty, provision is made for direct replacement of said items.

**15.05 Ammunition Allowance**

The City shall make available to each employee fifty (50) rounds of ammunition each month for the employee's use in maintaining proficiency in small arms.

**15.06 Per Diem Meal Allowance**

While assigned to a training location away from the City, employees shall receive per diem payments equal to the POST reimbursement rates.

**16.00 SAFETY**

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**16.01 Safety Equipment**

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

Two (2) Police Identification Cards	City Map
Badge	California Vehicle Code & CVC Quick reference chart
Building Key/Key Card	Ten (10) Code
Extended microphone for portable radio	Miranda Admonition Card
Two (2) sets of Handcuffs & Cases	Riot Helmet & Case
Holster	Tie Tack

Double Magazine Pouch	Parking Permit Duty Ammunition
Lined Equipment Belt, Baton Ring, four (4) Keepers, one (1) Key Keeper	Oleoresin Capsicum (OC) & Case  Citation Holder
Long Baton or Expandable Baton	Gas Mask & Case
Raincoat & Pants	Class A & B uniform trousers, long sleeve shirts, & short sleeve shirts
Cap Piece	
Whistle	

### 16.02 Accident Reports

Any employee involved in an accident while on the job which results in personal injury or property damage of any kind shall report the same promptly to the employee's supervisor and shall fill out required forms for reporting same.

### 16.03 Body Armor

The City will provide each member with soft body armor meeting the National Institute of Justice Standard 0101.03 and a minimum threat level protection IIIA. The body armor will be wrap-around style and have a multi-impact suspension system designed to keep the vest in place on the wearer during multiple impacts.

Soft body armor replacement shall be made available to all members in accordance with the manufacturer's recommended and warranted replacement schedule.

### 16.04 Employee Health and Medical Examinations

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

On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated from performing the duties of the position and may take whatever action the City Manager deems appropriate. The determination and resulting action may be the subject of appeal to the Personnel Commission for its review and recommendation.

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

## **17.00 MISCELLANEOUS PROVISIONS**

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### **17.01 Notification of Address**

All employees, including those on a leave of absence, shall keep the Human Resources Director informed as to their current home address at all times. Failure to do so within ten (10) days after a change of address may be cause for disciplinary action.

### **17.02 Industrial Disability Retirement**

The City shall make monthly Advance Disability Pension Payments ("ADPP") in a timely manner for disability retirement pursuant to Labor Code Section 4850.3 and Government Code Section 21419. Such advance payments shall continue until such time as CalPERS accepts or denies the employee's application for disability retirement. If an employee's application for disability retirement is denied by CalPERS, the City and the employee shall arrange for the employee to repay any ADPPs received by the employee under Labor Code Section 4850.4(f). In addition to the advance payment issued by the City, the City shall also pay the amount required to be paid by the provisions of this Memorandum of Understanding to the retiree for medical coverage. The City shall notify the affected employee prior to the effective date of retirement of the employee's right to continue the medical coverage and to obtain the City's contribution towards the same.

### **17.03 Oral Boards & Other Assessments**

An authorized representative of the Association who is not an employee of the City may attend, as an observer, oral boards or other assessment processes convened for the purpose of promotional examinations, provided the candidate requests in writing the presence of said observer.

No observer from the Association or the City shall participate in the interview or assessment of any candidate, nor shall such observers comment to any rater on the observer's opinion as to the candidate's performance in the examination process or suitability for promotion.

Upon completion of the entire testing process, the observers may provide individual feedback to any candidate who requests feedback and to no other person. The opinions and observations of the observers shall not be considered or otherwise be recorded for the purpose of evaluating the candidates.

### **17.04 Notification of Promotional Examinations**

The City shall provide six (6) months' advance written notification of the week in which a promotional examination is scheduled. Said notification shall be posted for a minimum of thirty (30) days on official Police Department bulletin boards, and a copy shall be placed in the interdepartmental mailbox of each employee. The Human Resources Department shall provide source lists for those written promotional examinations for classifications within the representation unit, provided source information is available. Such information shall be provided to all applicants at least three (3) months prior to the date of the written examination.

## **17.05 Acting Assignments**

Appointments to acting status shall be made from the current eligibility list for the classification involved except under the following circumstances:

1. It is anticipated that the acting assignment will be less than forty-five (45) days.
2. The Chief of Police determines that the impact of transferring an eligible employee from one assignment into an acting assignment will have a detrimental effect on the operations of the organization. In those instances, the Chief of Police may select the best qualified employee from within that existing unit/bureau. However, if the vacancy exceeds one-hundred twenty (120) days, the acting assignment shall be made from the current eligibility list if any employee from the list requests the assignment. Employees who accept acting assignments may be required to relinquish their special assignments.
3. In the event a current eligibility list does not exist for the classification involved, then the previous list will be used, if no one from the previous list accepts the position, the Chief of Police will select the best qualified employee until a new eligibility list can be established. At that time, a selection will be made from the eligibility list.

## **17.06 Performance Rating Reports**

Each employee will be provided with a copy of the employee's performance rating report. A copy of records in an employee's individual personnel file, which the City makes available for the employee's inspection, may be obtained when requested in writing, up to a maximum of twenty-five (25) pages. Copies of documents previously provided and/or in excess of twenty-five (25) pages may be subject to copying charges as provided for in the Master Fee Resolution in effect at the time of the request.

## **17.07 Vacant Positions**

The parties recognize the City's right, as set forth in Section 17.15 of the Personnel Rules of the City of Hayward, to determine the methods and means by which government operations are to be conducted. The City does from time to time face operational problems when authorized positions are vacated. In order to alleviate this problem, the City will assign personnel to fill in, on an overtime basis, those authorized positions which are vacant due to a termination of employment when, in the judgment of the Chief of Police, additional coverage is required for the day to day operation of the Police Department. The City will make every effort to recruit for authorized vacancies as promptly as possible.

## **17.08 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 the City employment or which is of such a nature as to interfere with satisfactory discharge of an employee's regular duties. Any employee who wishes to engage in or accept such employment may do so after having first obtained the written approval of the City Manager or a designated representative. Violation of this Section shall be cause for disciplinary action.

### **17.09 Training**

The parties agree that sufficient training for members of the Patrol Bureau in relevant subject matters is necessary for the effective conduct of police work in the City of Hayward. To this end, and consistent with operating requirements, the Department shall endeavor to provide each employee sixty (60) to eighty (80) hours of such training each year.

Notwithstanding the above, every six (6) months, the Department shall schedule and provide each uniformed Officer a minimum of twelve (12) hours of training to be divided between the core areas of firearms, defensive tactics, and impact weapons.

### **17.10 Americans With Disabilities Act (ADA)**

The City and the Association recognize that the City has an obligation under the law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If, by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Association will be advised of any such proposed accommodation and be afforded an opportunity to discuss the same prior to implementation by the City.

### **17.11 Departmental Written Directives**

#### **1. Investigation and Disposition of Complaints**

Lexipol Policy 316 contains provisions regarding the investigation and disposition of complaints of misconduct.

Changes to the Section referred to above are subject to the requirements of California Government Code Section 3500, et. seq. Meeting and conferring on changes to Lexipol Policy 316 shall be limited to negotiations on this issue only.

#### **2. Minimum Staffing Guidelines**

Minimum staffing levels for the patrol function will be established and set forth in Lexipol Policy 209. The numbers set forth therein are subject



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**HAYWARD POLICE OFFICERS' ASSOCIATION**

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to change based on the staffing deployment configuration as modified from time to time.

Changes to sections IV and/or V, A and C, of Department Policy 216. are subject to the requirements of California Government Code Section 3500, et. seq. Meeting and conferring on changes to Department Policy 216. shall be limited to this issue only. No grievance relating to staffing levels shall be filed except by the Association and then only after first meeting with the Chief of Police in an attempt to resolve the issues.

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**18.00 SEPARABILITY OF PROVISIONS**

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Should any Section, clause, or provision of this Memorandum of Understanding be declared illegal 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. Upon such invalidation, the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal.

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**19.00 EFFECTIVE DATE**

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The effective date of this Memorandum of Understanding shall be July 1, 2024, and each provision shall become effective on that date except those provisions for which another effective date is specified.

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**20.00 DURATION**

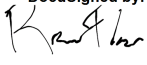
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The terms of this Memorandum of Understanding shall continue in full force and effect until 12.01 a.m. December 31, 2029, or until the parties complete good faith bargaining for a successor MOU, unless a provision of this Agreement specifically states otherwise. This Memorandum of Understanding shall hereafter be referred to as the 2024-2029 MOU.


HAYWARD POLICE OFFICERS' ASSOCIATION

**SIGNATURE PAGE**

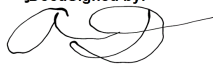
**For the Hayward Police Officers' Association:**

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Ricardo Flores, President  
Hayward Police Officers' Association

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Vincent Celes, Vice President  
Hayward Police Officers' Association


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Andrew Dapice, Director  
Hayward Police Officers' Association

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Joseph Lucia, Lead Negotiator


**For the City of Hayward:**

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Dustin Claussen, Interim City Manager

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Regina Youngblood, Assistant City Manager

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Burke Dunphy, Lead Negotiator

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Brittny Frye, Director of Human Resources

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Nicole Gonzales, Director of Finance

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Ian Tecson, Deputy Director of Human Resources

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Marisa Guerrero, Human Resources Manager

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Valeria Cazares, Human Resources Analyst

HAYWARD POLICE OFFICERS' ASSOCIATION

**APPENDIX A**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Police Lieutenant</b>	<b>Hourly</b>				101.82	106.78
	<b>Monthly</b>				17,648.80	18,508.53
<b>Police Sergeant</b>	<b>Hourly</b>			86.25	90.41	95.05
	<b>Monthly</b>			14,950.00	15,671.07	16,475.33
<b>Police Officer</b>	<b>Hourly</b>	63.33	66.38	69.60	72.97	76.44
	<b>Monthly</b>	10,977.20	11,505.87	12,064.00	12,648.13	13,249.60

HAYWARD POLICE OFFICERS' ASSOCIATION

**APPENDIX B**

**Sick Leave Payout**

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

COMPUTING THE SICK LEAVE PAYOUT PERCENTAGE

HAYWARD POLICE OFFICERS' ASSOCIATION

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

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

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