



MASTER AGREEMENT

Between

HAYWARD AREA RECREATION AND PARK DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

Effective

July 1, 2017 through June 30, 2019

TABLE OF CONTENTS

Section 1. Recognition	7
Section 2. Management Rights.....	8
Section 3. No Discrimination	8
3.1 Discrimination Prohibited.....	8
3.2 No Discrimination on Account of Union Activity.....	8
3.3 No Discrimination – Harassment.....	8
Section 4. Union Security	9
4.1 Dues Deduction and Service Fee Payment	9
4.2 Distribution of Memorandum of Understanding	10
Section 5. Bulletin Boards, Meetings and Access to Employees	10
5.1 Bulletin Boards	10
5.2 Use of District Facilities	10
5.3 Transaction of Union Business.....	10
5.4 Notification to Union.....	10
Section 6. Shop Stewards and Other Union Representatives	1140
6.1 Purpose	1140
6.2 Role of Steward and Supervisor	11
6.3 Selection of Stewards	11
6.4 Number of Stewards	11
6.5 Duties and Responsibilities of Stewards and Other Union Representatives	11
6.6 Changes in Stewards or Number of Stewards.....	12
6.7 Conduct of Meetings	12
6.8 Attendance at Meetings by Employees.....	12
6.9 Limitations of Time Off.....	12
Section 7. Hours of Work.....	12
7.1 Work Schedule and Change of Shift.....	12
7.2 Workday and Workweek	13
7.3 Rest Periods	1413
7.4 Meal Time	14
7.5 Clean Up Time.....	14
7.6 Weekend Work	14
7.7 Assignment Schedule	14
7.8 Staffing of Parks and Recreational Areas	15
Section 8. Overtime.....	15
8.1 Regular Work Schedule Required	15

8.2	How Overtime is Authorized.....	15
8.3	Overtime Work Defined	15
8.4	Hourly Rate Defined.....	16 15
8.5	Assignment of Overtime.....	16
	The District will prepare overtime lists in seniority order by classification. Overtime shall be offered on a rotational basis starting with the highest seniority.	16
8.6	Call Back	16
Section 9. Premium Condition		17
9.1	Night Shift	17
9.2	Temporary Assignment to a Higher Level Position.....	17
9.3	Bi-Lingual Pay.....	17
Section 10. Leaves of Absence		18
10.1	Military Leave	18
10.2	Leave for Jury Duty or In Answer to Subpoena	18
10.3	Bereavement Leave	18
10.4	Family and Medical Leave Act.....	19 18
10.5	Education Leave	19
10.6	Leave for Local 1021 Employment	19
Section 11. Holidays		19
11.1	Holidays Defined.....	19
11.2	Saturday and Sunday Holidays.....	20 19
11.3	Floating Holidays	20
11.4	Number of Holidays for Shift Workers	20
11.5	Holiday Compensation	20
Section 12. Vacation Leave.....		21 20
12.1	Vacation Accrual	21 20
12.2	Date When Vacation Credit Starts.....	21
12.3	Cash Payment in Lieu of Vacation Leave.....	21
12.4	When First Vacation is Due.....	22 21
12.5	Minimum Vacation Leave	22 21
12.6	Granting Vacation Leave Requests.....	22 21
12.7	Emergency Leave	22
12.8	Vacation Leave Schedule	22
12.9	Golf Course Vacation Schedule.....	22
12.10	Effect of Leave without Pay on Vacation Credit	22
12.11	Rate of Vacation Pay	23 22
12.12	Vacation Reimbursement Plan.....	23 22

12.13	Vacation Leave	23
Section 13.	Sick Leave	23
13.1	Benefits	23
13.2	Sick Leave Accrual	2423
13.3	Notification Requirement	2423
13.4	Doctor's Certificate or Other Proof	2423
13.5	Illness in the Immediate Family	24
13.6	State Disability Insurance	24
13.7	Workers' Compensation	24
13.8	Long Term Disability Plan	2524
Section 14.	Probation	25
Section 15.	Insurance Programs	2625
15.1	General	2625
15.2	Health Care	26
15.3	Life Insurance	2726
15.4	Dental Insurance	27
15.5	Vision Care	27
15.6	Employee Assistance Program	27
15.7	Retirement Plan	27
15.8	Retiree Medical Coverage	2827
Section 16.	Notice of Demotion, Suspension or Termination	2928
Section 17.	Grievance Procedure	29
17.1	Definition	29
17.2	Exclusion of Civil Service Matters	3029
17.3	Departmental Review and Adjustment of Grievance	30
17.4	Binding Arbitration of Grievances	3130
17.5	Informal Review	3130
17.6	Selection of Arbitrator	31
17.7	Duty of Arbitrator	31
17.8	Payment of Costs	31
17.9	Effect of Failure of Timely Action	3231
17.10	Limitation of Stale Grievances	3231
17.11	Designation of Appeals Levels	3231
17.12	Exclusion of Non-Recognized Organizations	3231
Section 18.	Civil Service Rules	32
Section 19.	Expenses	3332
19.1	Mileage	3332

19.2	Travel Expense	3332
Section 20.	Paycheck Deposit	3332
Section 21.	Savings Clause	3332
Section 22.	Salaries	33
22.1	Frequency of Payment	33
22.2	Salary Increase:	33
22.3	Most Favored Nation's Clause	3433
	Any change in Vision, Dental or Health benefits or increase in salary negotiated by the other bargaining units (excluding SEIU Local 1021 Part-Time Employees and Rangers [due to the Minimum Wage Law increases]), that would constitute an improvement over benefits or salary increase (See Section 22.2 above and Section 15 below) negotiated by this unit, to replace the current Memorandum of Understanding, will be applied to this bargaining unit.	3433
22.4	Kennedy Park Barnyard.....	3433
Section 23.	Employee Classification Review.....	34
23.1	Review	34
23.2	Total Compensation Market Survey	34
Section 24.	Job Security	3534
Section 25.	Reduction in Force, Layoff, Reemployment, Reinstatement.....	3534
25.1	Layoff by District Seniority.....	3534
25.2	Demotion in Lieu of Layoff.....	35
25.3	Reemployment Following Layoff or Demotion in Lieu of Layoff	3635
25.4	Probationary Period Following Reemployment.....	3635
25.5	Effect of Appointments from Reemployment Lists on Reemployment to Original Classification	3635
25.6	Combination of Reemployment Lists	3635
25.7	Promotions.....	3635
25.8	Continuance of Long Term Disability, Health, Dental and Life Insurance	36
Section 26.	Miscellaneous	3736
26.1	Tools	3736
26.2	Limited Duty for Disabled Employees	3736
26.3	Labor-Management Communication Meeting	3837
26.4	Catastrophic Leave Bank	3837
26.5	Uniforms and Boots	3938
26.6	Temporary Services Contract	4039
26.7	Employee Golf Privileges	4039
26.8	Written Reprimand Review	4039
26.9	Alternative Means of Employment Discontinuance	4039
Section 27.	Existing Provisions.....	40
Section 28.	Term of Agreement	4140

Section 29. Enactment.....	<u>4140</u>
EXHIBIT "A".....	<u>4142</u>

MEMORANDUM OF UNDERSTANDING

Between

HAYWARD AREA RECREATION AND PARK DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

INTRODUCTION

WHEREAS, the HAYWARD AREA RECREATION AND PARK DISTRICT was created pursuant to the Public Resources Code, State of California, Division 5, Chapter 4 and 5, Park and Recreation Districts for the expressed purpose of preservation and enhancement of our environment through the acquisition of park lands and recreational programs and the presentation of leisure programs which will stimulate, educate, and enrich the lives of the people within the District; and

WHEREAS, the HAYWARD AREA RECREATION AND PARK DISTRICT is limited in funds due to mandatory legislative restrictions and in structure by virtue of its designation as a public entity; and

WHEREAS, the Union and the District ascribe to, and recognize that the mission and purpose of the HAYWARD AREA RECREATION AND PARK DISTRICT is to provide quality and economical park and recreation services and facilities to the people we serve. It is further recognized that the District is not an internal administrative organization but, rather, functions as a public service serving individuals in other than normal working hours.

THEREFORE, this Memorandum of Understanding is entered between the Hayward Area Recreation and Park District, hereafter referred to as the "District" and Service Employees International Union, Local 1021, hereinafter referred to as the "Union" as a recommendation to the Board of Directors of the Hayward Area Recreation and Park District of those conditions of employment which are to be in effect during the term of this agreement, for those employees in the bargaining unit referred to in Section 1 hereof.

Section 1. Recognition

The District recognizes the Union as the exclusive bargaining representative for all non-supervisory employees, permanent and probationary, in the following classifications: Account Clerk II, Caretaker, Clerk I/II, Clerk III, Custodian, Equipment Mechanic, Equipment Operator, Golf Course Caretaker, Maintenance and Construction Technician I, Maintenance and Construction Technician II.

Section 2. Management Rights

- 2.1 Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the District has not officially abridged, delegated or modified by this Agreement are retained by the District. The Union recognizes the exclusive right of the District to establish reasonable work rules, subject to meeting and conferring when required by Government Code Section 3500 et seq.
- 2.2 District has the right to schedule overtime work as required in a manner most advantageous to District and consistent with the requirements of District employment and public interest.
- 2.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that the employee shall perform all such duties except that the duty must be germane to the purpose of the position.
- 2.4 The District reserves the right to discipline or discharge for cause. The District reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond control of the District or where such continuation of work would be wasteful or unproductive. The District shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 2.5 The District will manage the workload within the confines of the revenue parameters.

Section 3. No Discrimination

- 3.1 Discrimination Prohibited
No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations, or because of racial or national origin or sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical disability.
- 3.2 No Discrimination on Account of Union Activity
Neither the District nor employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union protected or protected concerted activity.
- 3.3 No Discrimination – Harassment
Neither the District, an employee of the District nor the union will engage in sexual harassment, or harassment based on pregnancy, childbirth, or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any basis protected by local, state or federal ordinance, regulation or law.

The Employer has shared with the Union the new HAYWARD AREA RECREATION AND PARK DISTRICT DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY, which the Board of Directors adopted on September 25, 2017.

Section 4: Union Security

4.1 Dues Deduction and Service Fee Payment

The District agrees to deduct one month's current and periodic union dues from the pay of each employee who has on file with the District a currently effective payroll deduction authorization for this purpose or who shall hereafter voluntarily execute and deliver to the District the payroll deduction authorization provided by the Union and approved by the District for this purpose.

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all the employees in the unit fairly and equally, without regard to whether or not an employee is a member of the Union.

Any full-time employee who is a member of the Union or who subsequently joins the Union, and who thereafter withdraws from membership in the Union, and all full-time employees in the bargaining unit hired on or after January 1, 1982 shall, as a condition of continued employment, either be required to belong to the Union, or to pay the Union a service fee as determined by the Union in accordance with applicable law.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues or service fees authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues. No deductions shall be made for payment of initiation fees, assessments or fines.

The Executive Secretary of the Union shall notify the District in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the District shall be transmitted to the officer designated to receive such funds, at the address specified. The Union shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of check off of employee organization dues or service fees. In addition, the Union shall refund to the District any amount paid to it in error upon presentation of supporting evidence.

4.2 Distribution of Memorandum of Understanding

The Union shall distribute a copy of this Memorandum of Understanding to each employee covered by the agreement. Subsequent amendments, deletions, etc. will also be distributed to all covered employees then on the District's payroll.

Section 5. Bulletin Boards, Meetings and Access to Employees

5.1 Bulletin Boards

Reasonable space shall be allowed on a bulletin board in employee's lounge in the District Office and one in the Grounds and Maintenance (Union to provide and install) Section building at the District Corporation Yard, Rangers Office and the Custodial Department for use by the Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or other places. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the District or its relations with District employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. The District shall promptly distribute all District job announcements to all stewards who will then post announcements on appropriate bulletin boards. Reasonable space shall be allowed for use by the Union on existing bulletin boards in District facilities that are not designated for other purposes.

5.2 Use of District Facilities

District facilities shall be made available upon timely application to the General Manager or designated person for use by the Union for labor relation matters in the District. Such use shall not occur during regular duty hours other than the lunch period unless otherwise permitted. Application for such use shall be made by the Union through regular reservation procedures.

5.3 Transaction of Union Business

The Union agrees that transaction of Union business other than during formally convened "meet and confer" sessions for negotiations and conferences with District Management or representing employees in grievance procedures will be during off duty time of employees.

5.4 Notification to Union

The District shall notify Local 1021 by first class mail and fax and/or email of its intent to discipline any employee(s) covered by this Memorandum of Understanding and after providing due process, including all Skelly rights, shall provide notice of its final decision as to the proposed discipline. Such notices shall be mailed to the Union on the same date as the notice is mailed to the employee.

Section 6. Shop Stewards and Other Union Representatives

6.1 Purpose

The District recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union, in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

6.2 Role of Steward and Supervisor

The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be a mutual respect on both sides in these relations. The shop steward understands that his stewardship function does not relieve him or her from conforming to all rules of conduct and standards of performance established by law, regulation, District or department policy or Memorandum of Agreement.

6.3 Selection of Stewards

The Union shall reserve the right to designate the method of selection of the shop stewards. The Union shall notify the General Manager of the District, in writing, of the name of the stewards and the units they represent. If a change in stewards is made, the General Manager shall be advised in writing of the steward being replaced and the steward named to take their place.

6.4 Number of Stewards

Union may designate up to eight (8) shop stewards provided that the work locations of at least one representative be from each of the following sections: Golf Courses, Maintenance, Grounds and Custodial. In the event one or more of these conditions is unable to be met then the number of stewards will be reduced by that amount. The Negotiating Committee will consist of a maximum of six (6) representatives selected by the Union.

6.5 Duties and Responsibilities of Stewards and Other Union Representatives

The following functions are understood to constitute the complete duties and responsibilities of shop stewards and other Union Representatives:

- a. An employee may be represented by a Union Representative at any step in the grievance and/or disciplinary process. After obtaining Department Head permission, Union representatives will be permitted to leave their normal work areas during on-duty time not to exceed two (2) hours per grievance and/or disciplinary matter per week in order to assist in investigation of the facts and assist in presentation of the matter. To obtain permission to investigate a grievance and/or disciplinary matter of on-duty time, the Union Representative

shall advise the appropriate Department Head(s) of their investigation of the facts and general nature of the grievance and/or disciplinary matter. The Union representative shall be permitted to discuss the grievance and/or disciplinary matter with all employees immediately concerned.

b. If, in the judgment of the Department Head, because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the shop steward and/or other Union Representatives in order to present or investigate a grievance and/or disciplinary matter during on-duty time, such permission shall be granted by the Department Head no later than the next working day from the date the shop steward and/or other Union Representative was denied permission.

6.6 Changes in Stewards or Number of Stewards

If management reassigns a shop steward, who will leave his present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one steward be allowed time off from work upon one occasion to investigate the grievance. Requests for change in the number and/or assignment of stewards will be considered during the annual "meet and confer" period.

6.7 Conduct of Meetings

Any meeting of shop stewards, supervisors and Department Heads will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

6.8 Attendance at Meetings by Employees.

District employees who are official representatives of the Union shall be given reasonable time off without loss of time or pay to attend meetings with management representatives where matters within the scope of representation are being considered.

6.9 Limitations of Time Off

Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

Section 7. Hours of Work

7.1 Work Schedule and Change of Shift

The Head of each department and office shall prepare a schedule showing the hours each employee in his department or office is to work. Except under unforeseeable circumstances, the Head of each department and office shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall

be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees shall be given five (5) calendar days' notice of any change in shift schedule.

The District shall not reduce the number of hours normally scheduled and worked by any employee in order to avoid paying wages, providing benefits or other terms and conditions of employment as provided by this Memorandum of Understanding nor as a disciplinary measure. Insofar as practical, and at the discretion of the District, additional hours as a result of vacations, sickness or other absences of employees may be offered to other employees who may be able to work.

7.2 Workday and Workweek

- a. The normal workday for District office clerks, graphic designer and account clerks shall be seven and one-half (7-1/2) hours and the normal workweek shall be thirty-seven and one-half (37-1/2) hours.
- b. All other employees covered by this Agreement shall have a normal workday of eight (8) hours for five (5) consecutive days unless otherwise specified in this agreement. The starting time will be 8:00 A.M. except for employees assigned to the Golf Course who will have a starting time of between 4:30 and 6:00 A.M. on weekdays and of 4:30 A.M. on weekends and employees assigned to the custodian classification, will have a starting time of 4:00 A.M. or 12:00 midnight.
- c. Notwithstanding paragraphs a. and b. above, alternate work schedules may be established by mutual agreement. It is understood that alternate work schedules are not an entitlement on the employees' part nor a right on the Districts' part and will only be enacted on a case by case basis if it is determined to be in the best interests of both parties. Notwithstanding paragraph 8.3 below, any employee who agrees to work an alternate schedule with work days in excess of eight (8) hours per day or work weeks in excess of forty (40) hours per week shall only be entitled to overtime compensation for work performed in excess of the employee's regularly scheduled work day or work week. For example, in the event an employee works a ten (10) hour day, he/she shall begin earning overtime rates after ten (10) hours. Alternate work schedules agreed to shall be in written form, may only begin and end on a weekly basis and may only be changed with a minimum of two (2) weeks notice. An employee request for an alternate work schedule shall be in writing and shall include the proposed work schedule and the reason for the schedule change. The request shall be submitted to the employee's immediate supervisor. The supervisor shall respond in writing within ten (10) business days of receipt of the request. If the supervisor denies the request, he/she shall provide the reason for the denial.

7.3 Rest Periods

Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged to any employee taking authorized rest period, nor shall any right or overtime be accrued for rest periods not taken. There is no obligation upon the District to provide facilities for refreshments during the rest periods, or for procurement thereof.

7.4 Meal Time

The District and the Union agree that employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour, scheduled at or about the mid-point of the workday.

7.5 Clean Up Time

Employees whose work causes their person or clothing to become soiled shall leave their workstation in a reasonable time to wash up and check in by their scheduled quitting time.

7.6 Weekend Work

Employees in the Grounds Section, the Maintenance Section, and the Golf Course shall be scheduled for Saturday or Sunday work as needed.

- a. When assigned to Saturday or Sunday work the employee shall have one (1) "floating" day off during the calendar week in which Saturday or Sunday work occurs.
- b. The floating day off in the week shall be selected by the employee with concurrence by the Supervisor.
- c. New employees in the above sections shall be given a two (2) week orientation prior to being placed on weekend schedule.

7.7 Assignment Schedule

- a. If regularly scheduled weekend and/or evening work arises in Maintenance and Construction it will be staffed by the two lowest employees on the seniority list. Should there be special events that require additional Maintenance and Construction overtime, that overtime shall be assigned on a rotation basis starting with the highest seniority.

Employees of the Grounds Section will be assigned weekend work according to seniority. Caretakers with the least seniority shall be assigned weekend work when needed exclusively during the months of September, November, January, March, May and July. Caretakers with the least seniority not assigned for the months previously listed shall be assigned weekend work when needed exclusively during the months of October, December, February, April, June and August.

Golf Course Caretakers shall be assigned weekend work on a rotation basis throughout the year. The District will issue assignments scheduled in six (6) month increments, one in April, and the other October 1 of each year. The two lowest seniority employees will rotate weekends.

Assignments may require adjustments due to turnover or illness of employees to provide weekend work as it applies to the major activity months of the year. It does not preclude minimal weekend scheduling as needed at other times. Vacation time may not be scheduled nor will time off be granted except in cases of emergency during the periods of time when weekend work is scheduled.

- b. The above method of assigning weekend work shall remain in effect until such time as the majority of the employees in the affected classifications shall vote to make a change. In the event such a change is voted Management must approve it prior to becoming effective. "Meet and Confer" sessions shall commence if required.

7.8 Staffing of Parks and Recreational Areas

Whenever promotional opportunities occur, they shall be filled in accordance with existing civil service regulations. When more than one employee is equally qualified for any promotion, the one with the most seniority shall be given preference in selection. Recognition is given to the fact that in some instances special qualifications may be required which are not covered in existing classifications. In these instances, management reserves the right, in accordance with the need of the District to recruit from outside sources.

Section 8. Overtime

8.1 Regular Work Schedule Required

Each Department or Office Head shall prepare a schedule designating the hours each employee in his department or office is to work pursuant to Section 7 (1). Work for the District by times other than those so scheduled shall be approved in advance by the Department Head or, in cases of unanticipated emergency, shall be approved by the Department Head after such emergency work is performed.

8.2 How Overtime is Authorized

No employee shall receive compensation for overtime in cash, in time off or a combination thereof unless such overtime work has been approved in writing by the Department Head as set forth in paragraph 1 above.

8.3 Overtime Work Defined

- a) Full-Time: Overtime work shall be defined as all work performed in excess of eight (8) hours per day or forty (40) hours per week. Holidays and paid time off shall count toward the accumulation of the workweek. All employees covered by this Agreement shall be

compensated at the rate of one and one-half (1-1/2) their hourly rate for all time worked in excess of forty (40) hours in a week or eight (8) hours in a day. Compensation shall be in pay unless the employee requests equivalent compensatory time off. Compensatory time off will be scheduled and taken within six (6) months of the date the employee earned it.

8.4 Hourly Rate Defined

For the purpose of this section, as it relates to hourly compensation only, the hourly rate for full-time employees shall be defined as follows: The standard month shall be 173.33 hours and the hourly rate shall be .5769% of the monthly rate. For employees working a thirty-seven and one-half (37-1/2) hour workweek, the standard month shall be 162.50 hours and the hourly rate shall be .6154% of the monthly rate.

8.5 Assignment of Overtime

The District will prepare overtime lists in seniority order by classification. Overtime shall be offered on a rotational basis starting with the highest seniority.

Overtime for the Golf Courses will be assigned from a combined overtime list.

8.6 Call Back

- a. Employees may voluntarily make themselves available to be called back to work when off duty. Such employees must be able to be physically present in the District within thirty (30) minutes of the call.
- b. If more than one employee is available to be called back, the District shall prepare a call back list in seniority order. Call back assignments shall be rotated on a monthly basis among those employees who volunteer for such assignments.
- c. Employees who respond to a call back and who are not required to be physically present at a District facility shall be paid for twenty (20) minutes at the overtime rate of pay. Employees called back to be physically present at a District facility shall be paid at the overtime rate and will be paid for a minimum of two (2) hours. Callbacks will be paid at double time for any time worked between **10:00 p.m.** and 6:00 a.m. and in no case shall the employee be paid for less than two (2) hours.
- d. Employees shall report to dispatch upon completion of any call back assignment of less than two (2) hours duration. Employees who respond to another call back following this report shall be entitled to the minimum rates as established in paragraph c above (i.e. twenty (20) minutes of overtime if not required to report or a minimum of two (2) hours if required to be physically present).

8.7 Standby Pay

Employees will voluntarily enroll in the Standby Program. An employee must be able to respond within 30 minutes of being called. Standby Pay will be 2.0 hours for each weekday on standby and 3.0 hours for each weekend day on standby. Existing callout provisions apply if employee is called out while on standby.

Section 9. Premium Condition

9.1 Night Shift

Employees required to work a "night shift" shall be compensated an additional 4.5% per month for all hours worked over four (4) hours. Employees required to work four (4) hours of a night shift shall be compensated an additional 3% per month. Employees required to work less than four (4) hours of a night shift shall receive no additional compensation. A "night shift" is defined as time that an employee works at his/her normal daily tour of duty after 4:30 P.M. or before 8:00 A.M.

9.2 Temporary Assignment to a Higher Level Position

Any employee specifically assigned on a temporary basis of one (1) workday or longer by the General Manager or their designee to a higher-level position, which is vacated by an incumbent for any reason, shall be compensated at the pay rate for the higher-level position, as explained in paragraph a below. Such assignment shall be for the duration of the vacancy. Should it become necessary to continue such a temporary assignment beyond thirty (30) days, management will determine if other individuals are interested in the assignment and consider those individuals. Such assignments shall not continue beyond thirty (30) days unless it is determined that making a change would be detrimental to District operations. Employees shall be offered such assignments starting with the highest seniority on a rotational basis, with the highest tenured employee going to the end of the rotation after a temporary assignment. Employees may decline such assignments. The rate of pay in the higher class shall always be determined by the rate of pay the employee is entitled to receive in their appointed classification, as follows:

a. The employee shall be paid at the salary step of the higher class that is at least five percent (5%) higher than the employee's rate of pay in his/her appointed classification, but no higher than the top step of the higher level class; and

b. While serving in the higher-level class, the employee shall continue to receive service credit in his/her appointed classification;

c. The employee shall have his/her rate of pay in the higher level class recalculated to reflect any pay increases he/she is entitled to receive in his/her appointed classification.

9.3 Bi-Lingual Pay

Effective the first of the month following ratification of this MoU by the Board of Directors, the compensation for a person occupying a position designated as requiring fluency in a language

other than English shall receive an additional \$80 per month and a person occupying such a position and having proficiency in three or more languages shall receive \$90 per month, provided that such a person is required to utilize such additional languages at least 51% or more in the course of his/her duties for the District.

Section 10. Leaves of Absence

10.1 Military Leave

Every employee shall be entitled to military leaves of absence as specified in Division 2, Part 1, Chapter 7 of the California Military and Veterans Code. If such an employee shall have been in the service of the District for a least one (1) year prior to the date such absence begins, he or she shall be entitled to receive pay for up to one (1) month of mandatory military leave during any fiscal year at the rate he or she would have received for service to the District had he or she not been on military leave. Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

10.2 Leave for Jury Duty or In Answer to Subpoena

Leaves of absence with pay shall be granted to full-time employees while going to and from court and serving jury duty or in answering a subpoena as a witness in connection with District matters. Payment and/or allowances received for any such service while on a leave of absence with pay status will be turned into the District within ten (10) days of such payment. Mileage or transportation charge to and from court and parking fees when applicable may be deducted from the amount turned in when accompanied by necessary supporting documents (receipts, etc.). Any full-time person assigned to an afternoon or evening shift shall be entitled to equal time off as leave with pay from his or her next regularly scheduled shift for all time spent while going to and from court, serving on jury duty or answering subpoena as a witness. Equivalent leave with pay shall be granted to any such employee who is scheduled to work a shift other than a day shift, said leave to be granted during his next succeeding work shift.

10.3 Bereavement Leave

The Department Head shall grant leaves of absence with pay because of death in the immediate family of a person in the District service for a period not to exceed four (4) workdays. For full-time employees entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, son, stepson, daughter, stepdaughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, domestic partner, grandchildren, grandparents and grandparents-in-law. In the event of the death of a spouse, registered domestic partner, child, parent or parent in law, also defined as immediate family, the number of leave days granted shall be five (5).

10.4 Family and Medical Leave Act

Family and medical leave shall be granted in accordance with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act as Amended October 4, 1993.

The District shall abide by the California Fair Employment and Housing Act provisions relating to the granting of pregnancy leave.

10.5 Education Leave

a. Employees of the District who are assigned to attend training during working hours shall be granted education leave for the time required to attend such classes.

b. The District shall reimburse its employees for tuition and other training related expenses, including textbooks, for employees attending classes at a recognized institution of learning provided that the employee has submitted a leave and reimbursement form to the Department Head and received approval prior to taking a course. Such training must be directly related to the employee's work or to some District position to which they may reasonably aspire. All employees are urged to avail themselves of such training. Employees shall submit to the Department Head a leave and reimbursement form for consideration and approval prior to taking a course.

10.6 Leave for Local 1021 Employment

Upon written notification from the Executive Director of SEIU Local 1021 and the agreement of the District an employee of the District shall be granted a leave of absence without pay or benefits to work for Local 1021. At the end of such leave of absence the employee shall be returned to the employee's position with the District.

Section 11. Holidays

11.1 Holidays Defined.

Paid holidays shall be:

January 1 st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11	Veterans Day
4 th Thursday in November	Thanksgiving Day
Day after Thanksgiving	
December 24	Christmas Eve
December 25	Christmas Day

Any day proclaimed by the President or Governor of California as a day of national or state mourning or celebration pursuant to Section 6700 of the California Government Code.

11.2 Saturday and Sunday Holidays

Holidays occurring on a Saturday are observed on the preceding Friday. Holidays occurring on a Sunday are observed on the following Monday.

11.3 Floating Holidays

- a. In addition to the eleven (11) District holidays, full-time employees have three (3) annual floating holidays of their choice, which are to be taken with the approval of their Supervisor during the calendar year. Such days may be combined with vacation and other holidays. In the event employees are unable to take the days as floating holidays, the hours not used will be converted and added to the employee's vacation hours at the end of the calendar year. Newly hired employees shall receive a pro-rated portion of these holidays based upon the percentage of the year remaining to be worked. Employees separating employment from the District shall receive a pro-rated portion of these holidays based on the percentage of the year that the employee was in District paid status.
- b. An employee may also elect to work a maximum of any three (3) of the above holidays for which they will be compensated at straight-time and receive a future day of leave of their choice. Such days may not be combined with vacation leave or other holidays.

11.4 Number of Holidays for Shift Workers

No employee assigned to shift work shall receive a greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek.

11.5 Holiday Compensation

- a) Holidays not worked shall be compensated at straight time. Holiday work shall continue to be assigned on a rotating basis. Assignments shall be made by January 1 of each year for all holidays in that calendar year. Whenever an employee is assigned to work on a designated holiday, that employee shall receive, in addition to his/her regular daily pay, twelve (12) hours additional compensation or compensatory time off. In addition, thereto, if that employee has not absented him/herself for any reason other than preapproved, scheduled time off for any other scheduled work time during the week in which the holiday falls he/she shall be eligible for an additional four (4) hours of compensation or compensatory time off. Compensation shall be in pay unless the employee requests equivalent compensatory time off. Employees whose normal work schedule is less than eight (8) hours per day shall be eligible for additional compensation as identified above on a pro-rata basis.

Section 12. Vacation Leave

12.1 Vacation Accrual

Vacation shall be accrued at the following rates:

- a. .833 working days for each month on paid status until completion of five (5) years of continuous employment.
- b. 1.25 working days for each month on paid status after completion of five (5) years of continuous employment and until completion of thirteen (13) years of continuous employment.
- c. 1.667 working days for each month on paid status after completion of thirteen (13) years of continuous employment and until completion of twenty-one (21) years of continuous employment.
- d. 1.750 working days for each month on paid status after completion of twenty-one (21) years of continuous employment and until completion of twenty-two (22) years of continuous employment.
- e. 1.833 working days for each month on paid status after completion of twenty-two (22) years of continuous employment and until completion of twenty-three (23) years of continuous employment.
- f. 1.917 working days for each month on paid status after completion of twenty-three (23) years of continuous employment and until completion of twenty-four (24) years of continuous employment.
- g. 2.000 working days for each month on paid status after completion of twenty-four (24) years of continuous employment and until completion of twenty-five (25) years of continuous employment.
- h. 2.083 working days for each month on paid status after completion of twenty-five (25) years of continuous employment.

12.2 Date When Vacation Credit Starts

Vacation credit shall begin on the first day of the month if employment began during the first five (5) calendar days of the month excluding holidays; otherwise, it shall begin on the first day of the succeeding calendar month.

12.3 Cash Payment in Lieu of Vacation Leave

An employee who has completed one hundred thirty (130) working days of employment who leaves the District service for any reason shall be paid at the rate shown in subparagraph 1 of this Section for unused vacation accrued to the date of his/her separation.

12.4 When First Vacation is Due

The first vacation leave for any employee shall be due only after the completion of at least one hundred thirty (130) working days of employment.

12.5 Minimum Vacation Leave

The minimum period of vacation leave granted is one-half (1/2) hour increments.

12.6 Granting Vacation Leave Requests

Requests for vacation leave are approved by the Department Head. The Department Head may reschedule or deny leave, when necessary, should the absence of the employee prevent performance of essential work. Department Heads may limit vacation leave to a ten (10) workday period when work requirements make such limitation necessary but will attempt to grant vacation up to twice the employee's annual accrual when requested. In case of scheduling conflict among employees, seniority of the employees involved shall determine the order of choice, however, no employee shall exercise his/her seniority a second time until all employees have had their first choice.

12.7 Emergency Leave

An employee shall be allowed twenty-four (24) hours in any calendar year from his/her regular vacation allowance for emergency leave. The employee shall receive prior approval before taking such leave. Such emergency leave shall be in increments of two (2) hours or more.

12.8 Vacation Leave Schedule

Department Heads will cause a vacation leave schedule to be prepared by April 7 so that the granting of vacation leave may be reasonably assured and the employees may arrange personal plans for the use of vacation leave.

The Department Head or his designee shall confirm in writing the action of each employee's vacation request by April 15. Thereafter, vacation approval shall be no later than two (2) weeks after the date of the request.

12.9 Golf Course Vacation Schedule

Due to the requirement of aerating the greens at Golf Course, vacations will not be granted for golf course caretakers the week starting with the last Monday of March and the succeeding two (2) weeks and the week starting with the first Monday in September and succeeding two (2) weeks.

12.10 Effect of Leave without Pay on Vacation Credit

No vacation credit shall be earned during the period when an employee is absent on leave without pay.

12.11 Rate of Vacation Pay

Compensation during vacation shall be at the rate of compensation, which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.

12.12 Vacation Reimbursement Plan

Effective upon the ratification of the Memorandum of Understanding by the Board of Directors, Section 12.12 of the MoU will be amended to read in full as follows until June 30, 2017. Effective for FY2016/17, employees who have accumulated vacation time may at their option be reimbursed one time at their current rate of pay for up to one-half (1/2) of their accrued vacation time in return for an equal portion of work. Vacation reimbursements submitted after July 1, 2016 will be paid via a separate check with the last paycheck in December 2016.

The paragraph below will be inoperative until July 1, 2017.

Twice annually employees who have accumulated vacation time may at their option be reimbursed at their current rate of pay for up to one-half (1/2) of their accrued vacation time in return for an equal portion of work. A third reimbursement will be allowed providing the employee has taken a minimum of one week's vacation leave within the calendar year. Vacation reimbursements will be paid via a separate check.

12.13 Vacation Leave

The maximum amount of vacation leave allowed to accrue to an employee will not exceed twice the then current amount that the employee earns annually.

Section 13. Sick Leave

13.1 Benefits

Sick leave usage shall not be considered as a privilege, which an employee may use at the employee's discretion, but shall be allowed only in case of necessity of actual illness or disability. Charges for sick leave shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work for illness or injury which renders the employee incapable of performing work, illness in the immediate family (as defined in paragraph 5 below) or routine medical and dental appointments that cannot be scheduled outside the employee's working hours. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned or during any other compensated time off, except in the case of vacation leave when an employee provides a physician's certificate acceptable to the District. In that event the District may convert the affected vacation days to sick leave.

13.2 Sick Leave Accrual

Sick leave will be accrued at the rate of one (1) day per month, to be credited to the employee's account monthly. Unused sick leave may be accrued without a maximum.

13.3 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his or her immediate supervisor, at the beginning of his or her workday of his or her impending absence, the nature of the absence and the anticipated date of return to work.

13.4 Doctor's Certificate or Other Proof

Absence due to routine doctor, dentist and medical appointments may require evidence satisfactory to the District; and a doctor's certificate or other proof of illness may be required after the third consecutive day of absence on paid sick leave, in order to determine whether sick leave shall be granted or shall continue. Requested documentation must be from the employee's doctor or health care provider and must state the date of the appointment and the duration of the medical absence. It shall be submitted to the employee's immediate supervisor.

13.5 Illness in the Immediate Family

An employee may use up to sixty (60) hours of accrued sick leave in any twelve (12) consecutive month period for illness in the immediate family. For the purpose of this provision, immediate family means parent, spouse, child or dependent. At the District's request, the employee will provide satisfactory evidence of the facts justifying such absence. In the event an employee requires the use of more than sixty (60) hours of sick leave for the above purpose, the employee may request the granting of such sick leave use from their Department Head.

13.6 State Disability Insurance

The District shall contract with the State of California to provide for the State Disability Insurance Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contribution and there shall be no contributions by the District toward State Disability Insurance.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick benefit allowances shall be paid separately, but in the event State Disability Insurance payments cover all or part of the period during which sick leave benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Compensatory and vacation leave may be used after accumulated sick leave has been exhausted.

13.7 Workers' Compensation

If a full-time District employee is incapacitated by sickness or by injuries received in the course of employment by the District, the Department Head shall grant leave with an amount of pay equal to eighty-five percent (85%) of the employee's gross salary coordinated with Workers'

Compensation received by the employee during such incapacity, but not to exceed ninety (90) calendar days. Employees may supplement the eighty-five percent (85%) gross salary by using accrued sick leave, vacation, and compensation time not to exceed one hundred percent (100%) of salary during the ninety (90) calendar days.

13.8 Long Term Disability Plan

The L.T.D. Plan provides for sixty-six and two-thirds percent (66-2/3%) gross salary up to a maximum of \$5,000 per month, coordinated with Workers' Compensation payments for the extent of the disability or until retirement. In addition, if the first payment from the LTD Company is delayed, the District will provide "salary continuation" up to sixty-six and two-thirds percent (66-2/3%) of gross pay if the employee has made proper application and has vacation and/or CTO accrued sufficient to cover the cost. The employee may choose to repay the District from insurance benefits or have the last payment charged against their leave balances. If a District employee is incapacitated by sickness or by injury not received in the course of employment by the District, the employee may use all accrued sick leave, vacation and compensation time during the first ninety (90) calendar days integrated with SDI at either 100% or 80%. After ninety (90) calendar days, the employee shall be covered by the Long Term Disability Plan integrated with SDI up to sixty-six and two-thirds percent (66-2/3%) of gross salary. The District will continue to pay premiums and provide health and dental insurance for employees as long as they have paid leave balance or are receiving S.D.I.

In addition, if an employee has exhausted their paid leave balance, they will be guaranteed leave without pay for up to ninety (90) days. This leave may be extended for additional periods of ninety (90) days by mutual agreement with the District.

For both industrial and personal injuries or illnesses, the District will pay PERS contribution on the paid leave portion of the employee's monthly payments.

All injuries in the course of employment will be reported immediately by the injured to their Department Head or the Business Department Personnel Section. A written accident report will be submitted immediately by the Department Head on the Accident Report Form. Based on the accident report, the Personnel Office will report to the Workers' Compensation Insurance Fund.

Section 14. Probation

Each employee shall serve a probationary period of six (6) months from the time of initial appointment to the District and six (6) months probation when promoted to a higher-level position.

A leave of absence without pay shall not apply toward completion of the probationary period.

Section 15. Insurance Programs

15.1 General

The District, during the term of the Agreement, will provide LTD, dental and life insurance benefits at the levels and contribution rates specified in the Memorandum of Understanding, provided, however, that such benefits are available through the current carriers. The District reserves the right to change carriers for these benefits.

It is recognized that premiums for these insurance programs may increase during the period of this Agreement. In that event, the District will pay the added cost of the Long Term Disability, dental and life insurance plans. The District will also pay added costs of the group medical and hospitalization plan. Effective February 1, 2008 the cost shall not exceed the lowest cost HMO plan as provided by Alameda County.

Eligibility for all the benefits listed will be in conformance with the regulations promulgated by the health care providers.

15.2 Health Care

For employees and dependents covered under the District's group medical and hospitalization plan, the District shall pay from July 1, 2017 through January 31, 2018 for the lowest cost HMO plan as provided by Alameda County. Costs in excess of this amount shall be deducted from the employee's paycheck. Such deductions may be made on a pre-tax basis at the request of the employee under the District's IRS Section 125 plan.

Section 15 Insurance Programs to be unchanged for Fiscal Year 2017-18, provided further that the Employer's maximum contribution toward Medical will be as follows on the dates below. On February 1, 2019 the amounts may be increased by 8.2%. In the event the full 8.2% is not needed, the parties will meet and confer as to the allocation of the difference to wages and/or future Medical increase costs. Any premiums in excess of the amounts below will be paid by employee

Category	February 1, 2018	February 1, 2019
Single Party	\$700/month	\$757.40/month
Two Party	\$1400/month	\$1,514.80/month
Family	\$1981/month	\$2,143.44/month

Effective February 1, 2018, there will be an additional across the board cost of living increase of One percent (1.0%), in addition to the two percent provided for in Section 22.2, based on the savings realized by the District for the premiums effective February 1, 2018.

On or before September 1, 2018 there will be a reopener to only negotiate Section 15 of the Memorandum of Understanding. Any savings from changing Health Care plan providers (in HARD's case Alameda County) would be allocated as follows, 75% to an across the board wage increase and 25% to a Medical Care reserve account.

At the employee's option, the employee may elect to drop all of their medical coverage. In exchange the District will contribute to the employee's deferred compensation account an amount equal to 20% of the lowest family medical rate plan offered by District, rounded to the nearest \$5, per month, which would have been expended on the employee's behalf. Such amount shall not exceed and be in conformance with all statutory requirements. Employees electing to exercise this option must provide the District with proof of alternate coverage. In addition, employees who are eligible for two-party or family coverage may reduce their coverage and in exchange the District will contribute to the employee's deferred compensation account at an amount equal to 20% of the difference in premium, rounded to the nearest \$5 per month. Such amounts shall not exceed and be in conformance with all statutory requirements.

15.3 Life Insurance

The District shall pay the cost of existing group life insurance program in the amount of \$40,000.

15.4 Dental Insurance

The District shall provide and pay for a dental plan, including orthodontia, with Delta Dental. The plan shall include a \$2,500 per person annual maximum limit and cover 100% of diagnostic services, 85% of basic services, 85% of crowns and cast restorations and 60% of major services (prosthodontics).

Employees on leave without pay who are no longer entitled to continuation of the District's payments for their dental coverage shall be given the option of continuing such coverage at their own expense for the duration of the leave of absence.

15.5 Vision Care

The District shall provide a vision care benefit for full-time employees and their dependents, not to exceed Three Hundred Fifty Dollars (\$375) annual reimbursement for frames, prescription lenses or corrective eye surgery. Allotment can be carried forward for a two (2) year maximum of Seven Hundred Dollars (\$750).

15.6 Employee Assistance Program

The District shall provide an Employee Assistance Program benefit for employees and their dependents. The District reserves the right to select a carrier for this benefit.

15.7 Retirement Plan

The current retirement benefits for full-time employees under the Public Employees Retirement System (PERS), coordinated with Social Security, remain in effect. The District has amended the PERS retirement formula to that of 2.5%@55, effective July 1, 2002, with the PERS employee and employer cost associated with the amendment to be paid by the District and as amended below.

The District will amend its contract with PERS to reflect a retirement formula of 2% @ 60, highest consecutive 36 months of compensation for new hires, with the full employee contribution to be paid by the employee.

See Exhibit "A" for a summary.

15.8 Retiree Medical Coverage

For employees hired prior to July 1, 2007 the District shall continue payment for the appropriate type of medical and hospitalization plan, e.g., single (retiree) or two party (retiree and spouse) for employees who retire, have worked for the District in a full-time capacity for at least eleven (11) years and who begin receiving retirement pay from PERS immediately upon leaving the District based on the following schedule:

Four (4) months coverage for every full year of District service after ten (10) years; e.g., after eleven (11) full years of service - four (4) months coverage; twelve (12) full years of service - eight (8) months coverage, etc. Coverage will be based on the Kaiser rate. Retirees who are members of a plan exceeding the cost of the Kaiser plan must arrange to have payment of the excess cost to the Business Department by the 10th day of the month preceding coverage. District paid coverage would cease with the death of the employee.

Retired District employees and their spouse may elect to continue coverage under the District Group Medical and Hospitalization Plan at the District's expense for the life of the employee if the employee had at least Nineteen (19) years of full-time service with the District upon retirement. Coverage will be based on the Kaiser rate. Retirees who are members of a plan exceeding the cost of the Kaiser plan must arrange to have payment of the excess cost to the Business Department by the 10th day of the month preceding coverage. District paid coverage would cease with the death of the employee.

When retiree and/or spouse become eligible for Medicare (age 65), the District will pay only the premium charged for the employee and/or spouse with parts A & B Medicare coverage.

If a retiree should move out of the service area of their HMO plan, they have the option of:

1. Changing to the District PPO plan and paying the excess cost or
2. Purchasing their own private medical insurance and, upon proof of coverage, being reimbursed by the District. If the cost of the private insurance is less than the benefit would have been under the District's plan, reimbursement will only be for the cost of the premium. If the cost of the private insurance is more, the retiree will be reimbursed only up to the amount the District would have paid if they were in the group.

Retired District employees and their spouses, whether or not eligible for District payment of the medical/hospitalization plan as set forth above, may elect to continue coverage under the District's group medical and hospitalization plans, as well as the Dental plan at the employee's or the employee's surviving spouse's own expense after eligibility for District payment of premiums has been exhausted.

The District shall contribute two point five percent (2.5%) of the monthly pay for all unit employees enrolled in the Médical After Retirement Account (MARA).

Section 16. Notice of Demotion, Suspension or Termination .

Normally, two (2) weeks (ten (10) working days) notice will be given to an employee demoted, suspended or terminated for cause. The District reserves the right to immediately terminate an employee for intoxication on the job, gross insubordination (An employee shall substantially comply with all the directions of the employee's Employer concerning the service on which he is engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee), dishonesty, and felony conviction which substantially relate to the employee's job where circumstances strongly support the charge. The District reserves the right to suspend an employee when a felony charge would jeopardize the best interest of the District.

The employee has the right to schedule a Skelly hearing with the Department Head or other person of authority designated by the District to answer the charges presented in the Notice of Demotion, Suspension or Termination prior to the implementation of the discipline. At the District's option, the employee may either be placed on paid administrative leave or remain on the job until the hearing has been held and the hearing officer has determined whether the disciplinary action should proceed. The employee may be represented by the Unit and may provide witness statements and other evidence to document his/her defense.

Section 17. Grievance Procedure

17.1 Definition

A grievance is defined as an allegation by an employee or group of employees that the District has failed to provide a condition of employment, which is established by a resolution of the Board of Directors, by ordinance, by state law, written District rules or Memorandum of Understanding, provided that the enjoyment of such rights is not made subject to the discretion of the Department Head or the District by the terms of such resolution, law, ordinance, rules or this Memorandum of Understanding, and provided further that the condition of employment which is the subject matter of the grievance is a matter with the scope of representation as defined in California Government Code Section 3504.

A grievance can only be initiated by submitting a written document and/or grievance form which includes the following information:

1. Name(s) of grievant(s)
2. Job Classification Title(s)
3. Department(s)
4. A clear statement of the nature of the grievance citing applicable ordinances, rules, regulations, MOU provisions or established past practices.
5. The date upon which the event giving rise to the alleged violation occurred.
6. The date upon which the informal discussion with the supervisor took place.
7. A proposed written solution to the grievance.
8. The date of the execution of the written grievance/grievance form.
9. The signature of the grievant(s) or unit representative.

17.2 Exclusion of Civil Service Matters

The grievance procedure herein established shall have no application to matters over which the District Civil Service Commission (Alameda County Civil Service Commission) has jurisdiction or rules adopted thereunder.

17.3 Departmental Review and Adjustment of Grievance

The following is the procedure to be followed in the resolution of grievances:

- a. An employee having a grievance shall have the right to consult with and be represented at all steps in the grievance process by a Union representative. An employee having a grievance shall first discuss it with his/her immediate supervisor (non-bargaining unit) and endeavor to work out a satisfactory solution.
- b. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to thereafter file a grievance in writing with his/her immediate supervisor with seven (7) working days after the date of any discussion with the immediate supervisor. Within seven (7) days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) days within which to file an appeal to his/her Department Head.
- c. A Department Head shall have seven (7) working days in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his representative and the Department Head, a hearing is required at this step, and the employee and his representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Department Head and the employee or his representative.

- d. The Union may, in its own name, file a grievance alleging that the District has failed to provide it some organizational right which is established by a resolution or ordinance of the Board of Directors, by state law, by written Departmental rules, or by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Department Head or General Manager. Such Union grievances shall be filed with the General Manager, heard, and determined, pursuant to the provisions of the grievance procedure.

17.4 Binding Arbitration of Grievances

In the event that the grievance is not resolved at Step c or d subparagraph (17.3) herein, the grievant or his representative may, within thirty (30) days after receipt of the decision of the Department Head made pursuant to subparagraph 17.3, request that the grievance be heard by an arbitrator.

17.5 Informal Review

Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the District General Manager shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The General Manager or his designee shall have ten (10) working days in which to review and seek adjustment of the grievance.

17.6 Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the District General Manager or his designee and the employee or his representative. If the District General Manager and the employee or his representative are unable to agree on the selection of an arbitrator they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The General Manager or his designee and the employee or his representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

17.7 Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this Memorandum of Understanding, a resolution of the Board of Directors, ordinance, state law, or written District or departmental rule, or to recommend such an amendment.

17.8 Payment of Costs

Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and a reporter shall be borne one-half (1/2) by the District and one-half (1/2) by the Grievant.

17.9 Effect of Failure of Timely Action

Failure of the employee to file and appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the District to respond within the time limit at any step shall result in automatic advancement of the grievance to the next step.

17.10 Limitation of Stale Grievances

A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the District has allegedly failed to provide a condition of employment, or within sixty (60) calendar days from the time at which an employee might reasonably have been expected to have learned of such alleged failure to provide. In no event shall any grievance include a claim for money relief for more than the sixty (60) day period plus such reasonable discovery period.

If a grievance involving wages is resolved in favor of the employee that employee shall be paid in full within fifteen (15) working days.

17.11 Designation of Appeals Levels

Each department head shall designate in writing the positions or levels in his department to which the various appeals provided in subparagraph (17.3) hereof shall be made.

17.12 Exclusion of Non-Recognized Organizations

For the purposes of this Section, the employee's right of selection of a representative is limited to the employee organization which represents the grievant. The Union shall be notified of all grievances filed pursuant to paragraph 3(b). In those cases in which an employee elects to represent himself, the District shall make no settlement or award, which shall be inconsistent with the terms and conditions of the Memorandum of Agreement. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to paragraph 3 (d) of this Section for the purpose of amending such award. This section refers to items within the grievance procedure, and not those governed by Civil Service Rules.

Section 18. Civil Service Rules

Except as provided otherwise in this Memorandum of Understanding, the Civil Service Law and Rules of the County of Alameda shall continue to apply to employees represented herein. Notwithstanding Section 27 ("Existing Provisions") of the Memorandum of Understanding, all future additions to, deletions and amendments of the Alameda County Civil Service Rules shall also apply to employees represented herein.

Section 19. Expenses

19.1 Mileage

The District will reimburse any employee required to use his or her private motorized vehicle on official District business at the IRS rate for all miles driven.

19.2 Travel Expense

Reimbursement for travel expense will be in accordance with the Hayward Area Recreation and Park District's policy.

19.3 Tuition Reimbursement

HARD will reimburse up to \$6,000 in tuition costs and books each Fiscal Year, up to 75% of an employee's actual cost. An employee must earn a 3.0 grade in the course to qualify for the reimbursement.

Section 20. Paycheck Deposit

The District has direct deposit for employees' paychecks. The District agrees to deduct properly authorized amounts from employee wages and deposit them to authorized financial institutions.

Section 21. Savings Clause

If any provision of the agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiation for sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 22. Salaries

22.1 Frequency of Payment

Salaries shall be paid bi-monthly.

22.2 Salary Increase:

There will be an across the board cost of living increase of **Two percent (2.0%) effective July 1, 2017 and July 1, 2018.**

Negotiated Time Off

In recognition of the new MoU the following will apply.

Each bargaining unit employee will be granted in FY 17-18 three (3) paid days of leave between December 27, 2017 and December 29, 2017. If any of these days are not taken by December 31,

2017 the employee will forfeit any days not taken. There is no cash payout of any of these days in the event the employee leaves the Employer's service prior to December 31, 2017.

Each bargaining unit employee will be granted in FY 18-19 three (3) paid days of leave between December 26, 2018 and December 28, 2018. If any of these days are not taken by December 31, 2018 the employee will forfeit any days not taken. There is no cash payout of any of these days in the event the employee leaves the Employer's service prior to December 31, 2018.

An employee who is on a HARD-approved Medical Leave of absence or has to work on the above described days will bank any unused hours and has until June 30, 2019 to use any such unused days.

An employee who has banked any of the unused nine (9) days of negotiated time off the employee accrued, during the MoU that expired June 30, 2017, has until June 30, 2019 to use any such unused nine (9) days.

22.3 Most Favored Nation's Clause

Any change in Vision, Dental or Health benefits or across the board increase in salary negotiated by the other bargaining units (excluding SEIU Local 1021 Part-Time Employees and Rangers [due to the Minimum Wage Law increases]), that would constitute an improvement over benefits or salary increase (See Section 15.2 and 22.2 above) negotiated by this unit, to replace the current Memorandum of Understanding, will be applied to this bargaining unit.

22.4 Kennedy Park Barnyard

Caretakers assigned to Kennedy Park Barnyard will receive a five percent (5%) pay differential during all such assignments.

Section 23: Employee Classification Review

23.1 Review

Any employee or group of employees may submit a request for review of their job duties and/or class title to determine if they are properly classified in relation to their actual job requirements. Requests shall be forwarded by the District, within fifteen (15) days to the Alameda County Personnel Department for study and recommendations to the employee(s) and the District.

23.2 Total Compensation Market Survey

The District will conduct a Total Compensation Market survey no later than June 1, 2017 and meet and confer with the bargaining unit on the results of the survey. No economic adjustments are possible in FY2016/17. No economic adjustments are possible prior to FY2016/17 due to Gift of Public Funds. Nothing precludes the parties from discussing one-time payments

Section 24. Job Security

The District will provide maximum job security to its employees to the extent possible within the constraints, funding and otherwise, under which it must operate. Such security will include, but not be limited to, insuring to the degree allowed under the then existing laws and regulations, protection of jobs during any future assimilation of District facilities and/or functions by other government agencies.

The District's practice regarding the contracting out of work will continue to be undertaken in those areas, which would save District funds, thereby preserving District employment levels. The District agrees to send notice to the Union at least thirty (30) days prior to Board of Directors' action of any new contracting out of work services. In no case will such contracting out of work be at the expense of any full-time District positions. Examples of this practice have been in areas of Park Caretaker Aides, Weed Control and Janitorial Services, wherein the District was more reasonably able to meet its obligation, thereby precluding the need for personnel layoffs.

The District shall provide prior notice to the Union of any proposed contracting out of work that would otherwise be performed by employees represented herein, shall provide to the Union all information relevant to the proposal, and shall meet and confer on the proposal if requested by the Union.

Section 25. Reduction in Force, Layoff, Reemployment, Reinstatement

25.1 Layoff by District Seniority.

Layoff shall be accomplished by classification in inverse order of total District service. For purposes of this Section, total District service shall be defined as the sum total of paid, full time, permanent and probationary service for the District.

25.2 Demotion in Lieu of Layoff

An employee in a classification affected by a reduction in force may, in lieu of layoff, elect to demote to a lower paying classification provided that such employee had previously served and attained tenure in the lower level status. For purposes of layoff or demotion in lieu of layoff, flexibly staffed classifications as previously designated in the District's annual budget and the current Salary Resolution will be treated as one classification. When the employee demoting and the employee in the lower paying class have equal District service, the employee in the lower paying classification would be laid off first.

Employees electing demotion in lieu of layoff will be paid at the highest step of the classification to which they are demoted that does not result in an increase in the monthly salary they were receiving at the time of such demotion.

25.3 Reemployment Following Layoff or Demotion in Lieu of Layoff

Employees who have been laid off, or who have demoted in lieu of layoff, shall have reemployment rights to future vacancies in their former classification and to all other classifications in which they have held tenure. The names of laid off and demoted employees shall be placed, in inverse order of layoff, on the reemployment list for the classification. These names shall remain on the reemployment lists for a period of thirty-six (36) months or until an offer of reemployment is extended, whichever comes first. All future vacancies in classifications for which there is a reemployment list shall be filled by persons remaining on the list. Reemployment from such list shall be in order of the list.

25.4 Probationary Period Following Reemployment

There shall be no new probationary period following the employee's reinstatement from a reemployment list unless the employee was separated prior to having obtained tenure. In such cases, the employee will obtain tenure after having completed the remaining portion of his/her probationary period.

25.5 Effect of Appointments from Reemployment Lists on Reemployment to Original Classification

Acceptance of an appointment from a reemployment list for a particular classification shall not affect the right of any employee to reemployment in the class from which the employee was laid off or from which the employee accepted demotion. Such acceptance will result in the employee's name being removed from all other reemployment lists for positions of equal or lower level salary.

25.6 Combination of Reemployment Lists

When more than one reemployment list exists due to multiple layoffs, the lists shall be combined for each class with persons on the list being ranked in order of total District service. Total District service shall be determined as of the effective date of the layoff.

25.7 Promotions

An employee who has reemployment rights in accordance with this Section shall have the same right to compete for promotion and shall be accorded the same promotional points that he/she would have had if he/she had not been laid off or had accepted demotion in lieu of layoff.

25.8 Continuance of Long Term Disability, Health, Dental and Life Insurance

Employees laid off under the provisions of this Section shall be eligible for those insurance programs provided by Section 15. Insurance Programs and shall receive three (3) months of such District-paid coverage. Coverage shall be made available at employee's expense for an additional thirty-three (33) months, should the employee desire.

Section 26. Miscellaneous

26.1 Tools

All maintenance and construction workers and mechanics shall provide all hand tools normally expected of the person in the trade of his/her regular assignment.

The District shall pay a tool allowance of Three Hundred and Seventy-Five Dollars (\$375.00) payable in January of each year to each employee in these classifications to compensate for normal use of personal hand tools. July 1, 2018 and July 1, 2019, the tool allowance will be adjusted by the movement in the SF-Bay Area CPI Index for the previous April to April, Urban (U) 82-84=100.

Employees in these classifications shall provide to the District and keep a current list of all personal hand tools they use on the job. The District shall replace any and all such tools so listed by the employee if they are broken on the job.

The District shall replace any and all such tools so listed by the employee if they are stolen or vandalized:

- a. During working hours, if there is a provable case of theft/vandalism; and/or;
- b. During non-working hours, provided the tools have been properly secured on District property.

26.2 Limited Duty for Disabled Employees

The following are the guidelines, which are to be utilized in determining whether an employee shall be given a limited duty assignment.

- 1) Upon presentation by an injured employee of a treating doctor's release for return to work with restrictions, the supervisor shall immediately notify the department head as well as the General Manager.
- 2) In consultation with the General Manager and the supervisor, the department head shall determine if the restrictions prevent the employee, even with accommodations, from performing one or more of the essential functions of the regular duties assigned the employee. If the restrictions do not prevent the performance of all essential functions, the employee will be authorized to return to work on a level I modified duty status (e.g. in the customary job classification), until such time that the restrictions are removed by a full doctor's release to return to work.
- 3) If the department manager determines that one or more of the essential functions cannot be performed by the employee, with or without accommodation, the General Manager will then evaluate whether there are appropriate temporary (level II modified duty)

assignments (e.g. assignments wherein the level of responsibilities are equal to or less than those of the regular job classification which the employee holds), available elsewhere in the District that the injured employee can perform, with or without accommodation. If a level II modified duty assignment is available, the injured employee will be assigned to perform these duties for a period generally not to exceed 6 weeks. This assignment, if still available, may be renewed for another consecutive 6-week period, if the employee remains ineligible to return on a level I modified duty status and/or still has not been given a full doctor's release to return to work. The maximum number of weeks of level II modified duty available to an injured employee is 12 weeks in any 12-month period of time. Injured employees will be paid their regular wages during any level I/II modified duty assignment.

26.3 Labor-Management Communication Meeting

The joint Labor-Management committee will meet on a monthly basis or less frequently if mutually agreed to by both parties. Additional meetings may be scheduled as needed. The purpose of these meetings is to improve employer-employee relations. Should a matter arise during these discussions that is grievable, the Union is not precluded by these discussions from filing a grievance.

All meetings will have a written agenda. The maximum number of Local 1021 represented employees authorized to attend the meeting will be four (4) unless both parties agree that there is a need for additional representation based on the items on the agenda.

26.4 Catastrophic Leave Bank

The District agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Time Bank will allow District employees to donate time to affected employees within and outside the bargaining unit, so that he/she can remain in a paid status for a longer period of time, thus partially assisting the financial impact of the illness, injury or condition.

To be eligible for this benefit, the receiving employee must: 1) Have passed his/her initial District probationary period, 2) Have sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including - vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days, and 5) conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee, for as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department

Head and the General Manager, the total leave credits may be extended on a case-by-case basis.

Guidelines for Donating Leave Credits to The Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- b. Time donated will be converted from vacation to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months; however, if approved by the Department Head, the General Manager may approve an extension to six-months total time.
- d. Initial leave time donations must be a minimum of one day and thereafter, in four-hour increments. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.
- e. The use of donated leave hours will be in consecutive day increments.
- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness or injury, any balance will remain with that employee until that employee's separation from District service.
- h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.

26.5 Uniforms and Boots

Full-time employees who are required to wear a uniform shall receive clothing allowances as specified in the current Work Clothing Allotment Directive. Effective July 1, 2011 the number of pants and shirts in the Annual Uniform Replacement section of the Directive shall be modified from three to five. Additionally, effective January 1, 2011 employees in the classification of Golf Course Caretaker will be provided cold weather clothing for use during winter months. Cold weather clothing will be added to the Work Clothing Allotment Directive.

In addition to the Uniform allotment the District shall provide a boot reimbursement not to exceed One Hundred and Seventy-Five Dollars (\$175.00) annually for the purchase or repair of

protective work boots or shoes. July 1, 2018 and July 1, 2019, the boot allowance will be adjusted by the movement in the SF-Bay Area CPI Index for the previous April to April, Urban (U) 82-84=100. This allotment can be carried forward for two (2) years maximum, for a total of Three Hundred Dollars (\$300). Benefits would apply to the following full-time positions: Caretaker, Golf Course Caretaker, Mechanic, M&C Technician I/II and Equipment Operator. Employees in the classification of Custodian shall receive a boot reimbursement of up to One Hundred Dollars (\$100) annually for the purchase of protective work boots or shoes, which can be carried forward for two (2) years maximum, for a total of Two Hundred Dollars (\$200).

HARD will form a committee on which will be bargaining representatives of all impacted bargaining units to review current Dress and Safety Shoe Policies and to make recommendations to the General Manager. Said committee will commence work upon the Board of Directors approving all MoU's that impact Fiscal Year 2016-17.

26.6 Temporary Services Contract

District shall limit the outside temporary contract aid services to an amount not to exceed \$300,000 per year. This is in response to the lack of adequate numbers of skilled temporary help available to the District. The use of such temporaries is primarily for the purpose of seasonal and/or project workload. The use of such temporaries is not intended to replace the regular staffing.

26.7 Employee Golf Privileges

Employee Golf Privileges shall be in accordance with the General Manager Directive.

26.8 Written Reprimand Review

An employee who has received a written reprimand may request a meeting, five years after receipt of the reprimand, with the General Manager to have the reprimand sealed. The District will not unseal the reprimand unless the employee is being demoted, suspended or terminated.

26.9 Alternative Means of Employment Discontinuance

The Union will designate two (2) members and HARD will designate two (2) members of a committee to explore alternative means of discontinuance of employment, including, but not limited to, Golden Handshakes.

In recognition of HARD offering the Transition to Retirement Incentive Program, the salary steps in each classification will be for twelve (12) months.

26.10 Custodians to receive ladder training so they can change light bulbs.

Section 27. Existing Provisions

All existing provisions related to wages, salaries and working conditions not specified in the Agreement shall remain in effect during the term of this Agreement. Nothing in this agreement

shall result in the loss of any wages, benefits or other terms and conditions of employment currently enjoyed by any member of the bargaining unit (as defined in Section 1).

Section 28. Term of Agreement

This Agreement covers wages and benefits beginning July 1, 2017 through June 30, 2019. The parties will commence the meet and confer process for a successor Memorandum of Understanding on or about January 1, 2019. It is understood by the Union and the District that there shall be no reopening (except as provided for in Section 15), nor further negotiations considered or additional items considered for the full-time employees covered by this Memorandum of Agreement of the District during the life of this Agreement.

Section 29. Enactment

It is agreed that the foregoing shall be jointly submitted to the Hayward Area Recreation and Park District's Board of Directors and the Union's membership for consideration and approval. Upon such approval, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent resolutions of the Board of Directors.

Made and entered into this 15th day of November 2017,
Service Employees International
Union, Local 1021

Hayward Area Recreation and Park
District

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

EXHIBIT "A"

SUMMARY OF HAYWARD AREA RECREATION AND PARK DISTRICT EMPLOYEE
P.E.R.S. CONTRACT

The Hayward Area Recreation and Park District has been a miscellaneous member of the Public Employees Retirement System since January 1, 1966. In addition, permanent full-time employees are covered by Social Security. The following are components of the District's P.E.R.S. Contract:

Earnings - All earnings, exclusive of overtime, are reported to P.E.R.S.

Employer Contribution - District pays the full employer contribution rate, which is calculated annually.

Employee Contribution - *Beginning January 1, 2015, employee shall pay the full 8% contribution. This applies only to employees under the 2.5%@55 formula.*

Sick Leave Credit - Employees with unused sick leave at retirement will receive additional service credit at the rate of 0.004 years for each day of sick leave.

Continued Employment Past Age 70 - Requires District to permit able miscellaneous employees to continue in employment past age 70.

One Year Final Compensation - Final compensation is calculated using the last (or highest) twelve (12) consecutive monthly pay rates.

2.5% at 55 - Benefit became effective July 1, 2002. *Effective December 31, 2012, the District has amended its contract with PERS to reflect a retirement formula of 2% @ 60, highest consecutive 36 months of compensation for new hires who are currently members of PERS, with the full employee contribution of 7% to be paid by the employee.*

2% at 62 - *Effective January 1, 2013, all new employees hired by the District that are also new members of PERS, will have a retirement formula of 2% at 62, highest consecutive thirty-six (36) months of compensation with full 6.25% contribution paid by the employee.*

Eligibility for Retirement - Employees are eligible for retirement when they are at least 50 years of age and have 5 years of service credit with P.E.R.S.

For further description of benefits, P.E.R.S. booklets are available in the Personnel Office of the District.



Hayward Area Recreation and Park District

Board of Directors

Louis M. Andrade
Rick J. Hatcher
Paul W. Hodges, Jr.
Minane Jameson
Carol A. Pereira

General Manager

Paul McCreary

December 17, 2017

Mr. Ossee Desmangles
Local 1021 SEIU

Dear Ossee:

This letter will confirm the following understandings that the parties have reached. If the foregoing is in accordance with your understanding, please so indicate by dating and signing below.

1. The Memorandum of Understanding set to expire June 30, 2019, will instead expire June 30, 2020.
2. Bereavement Leave. The General Manager shall grant leave of absence with pay because of death in the immediate family of a person in the District service for a period not to exceed five (5) days. Entitlement to leave of absence under this Section shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this Section, "immediate family" means spouse, registered domestic partner, child, mother, stepmother, father, stepfather, stepson, stepdaughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, grandparents, grandparents-in-law and step-grandparent.
3. Health Care. Insurance Programs to be unchanged for Fiscal Year 2017-18, provided further that the Employer's maximum contribution toward Medical will be as follows on the dates below. On February 1, 2019, the amounts may be increased by 8.2%. In the event the full 8.2% is not needed, the parties will meet and confer as to the allocation of the difference to wages and/or future Medical increase costs. On February 1, 2020, the amounts may be increased by 6.0%. Any premiums more than the amounts below will be paid fully by the employee.

Category	February 1, 2018	February 1, 2019	February 1, 2020
Single Party	\$700/month	\$757.40/month	\$802.84/month
Two Party	\$1,400/month	\$1,514.80/month	\$1,605.69/month
Family	\$1,981/month	\$2,143.44/month	\$2,272.05/month

Costs in excess of this amount shall be deducted from the employee's paycheck. Such deductions may be made on a pre-tax basis at the request of the employee under the District's IRS Section 125 plan.

At the employee's option, the employee may elect to drop all of their medical coverage. In exchange, the District will contribute to the employee's deferred compensation account at an amount equal to 20% of the lowest family medical rate plan offered by District, rounded to the nearest \$5, per month. Employees electing to exercise this option must provide the District with proof of alternate coverage. In addition, employees who are eligible for 2-party or family coverage may reduce their coverage and in exchange the District will contribute to the employee's deferred compensation account at an amount equal to 20% of the difference in premium, rounded to the nearest \$5 per month. Such amounts shall not exceed and be in conformance with all statutory requirements.

On or before September 1, 2018 there will be a reopener to only negotiate Section 15 of the Memorandum of Understanding. Any savings from changing Health Care plan providers (in HARD's case Alameda County) would be allocated as follows, 75% to an across the board wage increase and 25% to a Medical Care reserve account. Meet and confer on the Vision Plan is part of this reopener.

4. Life Insurance. The District shall pay the cost of existing group life insurance program in the amount of \$40,000. In recognition of the three-year agreement, beginning February 1, 2018, the District will pay the cost of group life insurance in the amount of \$75,000.
5. For employees hired July 1, 2007, or thereafter the District shall contribute two-point-five percent (2.5%) of the employee's base monthly salary toward a Medical After Retirement Account (MARA), which is currently referred to as the Post Employment Health Plan (PEHP) program. Beginning February 1, 2018, the contribution rate will increase by percentage difference between the 2017 and 2018 Kaiser Full Family rate premiums, which was 0.9%, making the new MARA contribution 2.52%. Then on February 1, 2019 the MARA contribution will increase by the percentage difference between the 2018 and 2019 Kaiser Full Family rate premiums, and again with the same formula on February 1, 2020. This benefit change is only applicable in a Three-Year Memorandum of Understanding.
6. There will be an across the board cost of living increase of Three percent (3.0%) on July 1, 2019 of this Memorandum of Understanding.
7. Each bargaining unit employee will be granted in FY 19-20 four (4) paid days of leave between December 26, 2019 and December 31, 2019. If any of these days are not taken by December 31, 2019 the employee will forfeit any days not taken. There is no cash payout of any of these days in the event the employee leaves the Employer's service prior to December 31, 2019. An employee who is on a HARD-approved Medical Leave of absence or has to work on the above described days will bank any unused hours and has until June 30, 2020 to use any such unused hours.
8. Effective January 1, 2020 the Tool Allowance will be increased by \$5.00 per year and effective January 1, 2020 the Shoe/Boot Allowance will be increased by \$5.00 per year.

If the foregoing is in accordance with your understanding, please so indicate by signing below.

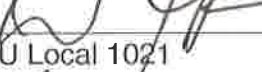
Sincerely,

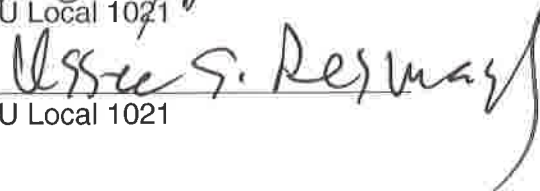


Paul McCreary
General Manager

Dated 03/14/2014

By 
SEIU Local 1021

By 
SEIU Local 1021

By 
SEIU Local 1021

By 
HARD General Manager

By _____
HARD Administrative Services Director

