



# Hayward Area Recreation and Park District

**Board of Directors**

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**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 Ossee S. Desmarais  
SEIU Local 1021

By  \_\_\_\_\_  
HARD General Manager

By \_\_\_\_\_  
HARD Administrative Services Director