



Memorandum of Understanding

Between

HAYWARD AREA RECREATION AND PARK DISTRICT

And

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021

Effective July 1, 2022 through June 30, 2025

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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 regular non-supervisory employees, permanent and probationary, in those classifications listed in Exhibit A.

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 so long as the duty is 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.

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 or designee of each department shall prepare a schedule showing the hours of work each employee in that department. 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.

7.2 Workday and Workweek

- a. Unless on an approved alternative work schedule, all full-time employees covered by this Agreement shall have a normal workday of eight (8) hours for five (5) consecutive days.
- b. Alternate work schedules may be established by mutual agreement. It is understood that alternate work schedules are not an entitlement on the employees' 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 8.2 below, and unless otherwise required by law, any employee who agrees to work an alternate schedule with work days in excess of eight (8) hours per day shall only be entitled to overtime compensation for work performed in excess of the employee's regularly scheduled work day. For example, in the event an employee works a ten (10) hour day, the employee shall begin earning overtime rates after ten (10) hours. Alternate work schedules agreed to shall be in written form 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, a reason for the denial shall be provide.

7.3 Rest Periods

Each full-time employee shall be granted a rest period of fifteen (15) minutes twice per day, with one to be granted in each half of the employee's shift. Rest periods are not to be scheduled during the first or last hour of an employee's shift. Rest periods may not be used to extend any meal period, to leave work early or to arrive at work late. 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 shall be scheduled for Saturday or Sunday work as needed. 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. The floating day off in the week shall be selected by the employee with concurrence by the Supervisor. New employees shall be given a two (2) week orientation prior to being placed on a weekend schedule.

7.7 Assignment Schedule

- a. Grounds employees will be regularly assigned weekend work according to seniority. Employees with the least seniority will be assigned weekend work when needed exclusively on an every other month rotation during the months of September, November, January, March, May and July. Employees 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.
- b. Golf Course Caretakers shall be regularly assigned weekend work on a rotation basis throughout the year. The District will issue assignments to work one weekend every three weeks.
- c. Regular assignments of weekend work may require adjustments due to staffing to provide weekend coverage during 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. Anything outside of regularly scheduled weekend work would be assigned in accordance with the overtime provision.
- d. The above methods 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 the District's personnel rules. 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 Overtime Authorization

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 Overtime Work Defined

Unless an employee is on an approved alternative work schedule, an employee will be eligible to receive overtime work for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees on an alternative work schedule will be eligible to receive overtime for hours worked in excess of their regular schedule or forty (40) in the week. Holidays and paid time off shall be included in calculating "hours worked" for purposes of overtime under this section.

All employees covered by this Agreement shall be compensated at the rate of one and one-half (1-1/2) their hourly rate for overtime hours. Overtime compensation shall be in pay unless the employee requests to accrue CTO, which will accrue at the rate of 1.5 hours of CTO for each overtime hour worked. Employees may accrue up to forty (40) hours of CTO.

8.3 Hourly Rate Defined

The hourly rate for full-time employees shall be defined as follows: The standard monthly salary shall be multiplied by twelve and then divided by 2,080 hours to get the hourly rate.

8.4 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.

8.5 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).

8.6 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 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 entitled to receive temporary upgrade pay.

An employee assigned temporary upgrade work shall be paid for work performed in the temporary upgrade assignment at a rate equal to the salary step of the higher classification which represents at least a five percent (5%) increase in the salary step held by the employee in their regular position assignment. In no event shall an employee be paid at a rate which is in excess of the maximum rate of the classification to which the employee is temporarily assigned.

Should it become necessary to continue a temporary upgrade assignment beyond thirty consecutive (30) days, the District will determine if other individuals are interested in the assignment and consider those individuals. If there are others qualified and interested, a temporary assignment shall not continue beyond thirty (30) days unless it is determined that making a change would be detrimental to the District's operations. If there is more than one employee qualified and interested in an out of class assignment, then employees shall be offered such assignments on a rotating seniority basis.

9.2 Out of Class Assignments (Backfill of a Vacancy)

Out of class assignment pay is available to an employee who is appointed by the General Manager or designee to "work out of class" in a higher level, vacant, budgeted and

approved position for which the District is recruiting to backfill. (See Gov. Code 20480.) Out of class assignments are for minimum period of two weeks. To be “working out of class” the person appointed must be performing all of the significant duties of the higher classification.

The out of class appointment must be reflected in a Personnel Action Form which identifies the employee’s regular classification, the classification for the temporary out of class assignment, the estimated duration of the assignment, and the reason for the assignment. The out of class assignment shall be for the duration of the vacancy, except that an out of class assignment shall not exceed 960 hours in the fiscal year.

An employee assigned to work out of class shall have their salary rate adjusted for the duration of the temporary assignment to be equal to the salary step of the higher classification which represents at least a five percent (5%) increase in the salary step held by the employee in their regular position assignment. In no event shall an employee receive out of class pay at a rate which is in excess of the maximum rate applicable to the classification to which the employee is assigned on an out-of-class basis.

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 non-party 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 five (5) 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 the employee's 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.

10.4 Family and Medical Leave Act

Eligible employees will receive leave under the Family and Medical Leave Act and/or the California Family Rights Act as provided under applicable law. Eligible employees are also entitled to receive leave under the California Pregnancy Disability Leave Law. For more information on requesting a family and medical leave and/or a pregnancy disability leave and the amount of time available for absences due to qualifying reasons, please refer to the Family and Medical Leave policy and/or Pregnancy Disability Leave policy in the Employee Handbook.

10.5 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 of up to six (6) months 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 District Holidays

The District recognizes the following holidays:

January 1st	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
June 19	Juneteenth
July 4th	Independence Day
1st Monday in September	Labor Day
November 11	Veterans Day
4th 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

If one of the holidays listed in Section 11.1 falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday.

11.3 Floating Holidays

In addition to the holidays listed in Section 11.1 above, full-time employees will receive twenty-four (24) hours of floating holiday time per calendar year. Floating holiday hours are to be taken with the approval of their Supervisor during the calendar year. Floating holidays 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 holiday hours based upon the percentage of the year remaining at the time of their date of hire. 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.

11.4 Holiday Compensation

- a. A full-time regular employee will receive eight (8) hours of pay at their base rate of pay for each holiday listed above. A part-time regular employee will receive a pro-rated number of hours for each holiday based on their full-time equivalency. In order to receive pay for a holiday, the employee must be in a paid status on the workday immediately before and the workday immediately after the holiday.
- b. Whenever an employee, is assigned to work on a holiday (or on the observed holiday for an employee who is regularly assigned to work Monday through Friday), the employee will be paid at 1.5 times their base rate of pay for all hours worked on that day. This pay will be in addition to any pay received for the holiday.
- c. 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.

11.5 Winter Holiday

In addition to the holidays provided in section 11.1 (including Christmas Eve, Christmas Day and New Years' Day), the District's administrative offices will be closed during the period between the Christmas Day holiday and the New Year's Day holiday is observed. The days between then the Christmas Day and the New Years Day holidays are observed will be referred to as the "winter holiday." Employees will be provided with up to eight (8) hours of pay for each day that the employee would have otherwise been regularly scheduled to work if not for the winter holiday. If an employee is required by their supervisor to work during the winter holiday, the employee will receive pay for any hours worked at 1.5 times their regular rate. In order to receive pay during the winter holiday,

an employee must be eligible to also receive pay for the Christmas and New Year's holidays.

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.

<u>Years of Continuous Service</u>	<u>Accrual Rate</u>	<u>Maximum Balance</u>
Date of Hire – Completion of 5 Years	80 hours per year	160 hours
More than 5 years – Completion of 13 Years	120 hours per year	240 hours
More than 13 Years – Completion of 21 Years	160 hours per year	320 hours
More than 21 Years – Completion of 22 Years	168 hours per year	336 hours
More than 22 Years – Completion of 23 Years	176 hours per year	352 hours
More than 23 Years – Completion of 24 Years	184 hours per year	368 hours
More than 24 Years – Completion of 25 Years	192 hours per year	384 hours
More than 25 Years	200 hours per year	400 hours

12.2 Date When Vacation Accrual Starts

New employees hired on or after the date of ratification of this agreement will begin to accrue vacation at the time of hire.

12.3 Cash Payment at Separation

An employee who has completed six (6) months of employment who leaves the District service for any reason shall receive payment for any accrued and unused vacation at the employee's base rate of pay. Employees who do not complete six (6) months of employment are not eligible to receive payment for any unused vacation at the time of separation.

12.4 Minimum Vacation Leave

Employees requesting to use vacation must take vacation in minimum one-half (1/2) hour increments.

12.5 Vacation Leave Requests

Employees who have completed at least six (6) months of service may request to use accrued vacation. Requests for vacation leave must be made in advance and in writing. Requests must be 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. 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.

12.6 Emergency Leave

An employee shall be allowed twenty-four (24) hours in any calendar year from their 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.

12.7 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.

12.8 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.

12.9 Rate of Vacation Pay

Compensation during vacation shall be at the employee's base rate of pay.

12.10 Vacation Reimbursement Plan

Subject to the administrative requirements outlined below, employees may request to cash out a portion of the vacation hours that they expect to accrue in the subsequent year. In order to make an election to cash out a portion of the vacation hours that are expected to accrue in the subsequent year, the employee must, during open enrollment of the calendar year prior to the cash out, submit to the District in writing an irrevocable election setting forth the number of hours requested for cash out, subject to the following limitations:

In order to request a vacation cash out with respect to a subsequent year, the employee must have a vacation balance of at least sixty (60) hours in their vacation leave balance on the last day of the first full payroll period occurring in October of the current year (for example, to cash out a portion of the vacation hours to be accrued in 2023, an employee must have at least 60 hours of accrued vacation in the employee's vacation leave bank on October 21, 2022, as will be reflected on their paycheck dated October 28, 2022.)

Employees may request to cash out hours up to a maximum of either: 1) one-half of the employee's maximum annual accrual rate as of October 1 in the year of the election or 2) one-half of the employee's vacation hours bank balance as of the last day of the first full payroll period occurring in October of the current year in the year of the election, whichever is less. Any election will be for the subsequent year only and will not apply to future years.

If the employee fails to make an irrevocable election by the due date set forth by the District in any given year (to correspond with the annual open enrollment deadline, generally in October or November,) the employee will be deemed to have waived the right to cash out any leave in the subsequent calendar year and will not be allowed to cash out any hours in the subsequent calendar year.

If the employee makes the election to participate in the program and has met all of the requirements outlined above required for participation, in order to participate in the cash out program, the employee further agrees to the following requirements with respect to the District administration of the process:

- a. Due to the irrevocable nature of the election, the hours elected must be cashed out. In order to ensure the hours are available, system limitations require the hours elected to be set aside in a dedicated bank that will no longer be accessible by the employee. Therefore, on or about December 1 but in no event later than December 31 in the year of the election, the District will set aside the number of vacation hours elected by the employee in the subsequent year for cash out purposes in a separate "Cash-out Deposit Hours Bank." Hours set aside to satisfy the employee's irrevocable election will no longer be available for use by the employee (until they are replenished with hours accrued in the cash-out year as described in 3.b. below.) The total number of hours set aside in the Cash-out Deposit Hours Bank will not be counted as vacation hours when computing the employee's vacation accrual cap or maximum bank value.
- b. Conceptually, beginning on January 1, all hours accrued in the year subsequent to election are being applied to the Cash-out Deposit Hours Bank, and an equal amount of set-aside hours are moving into the vacation hours available for the employee's use. This will continue until the full amount of the Cash-out Deposit Hours Bank has been fully replenished with hours accrued in that year up to the election amount.
- c. Hours set aside in the Cash-out Deposit Hours Bank will only be paid out in cash in the first paycheck in December in the year subsequent to election or upon termination of employment, if earlier. Employees may request to receive one-half of the hours set aside for cash out in July and the second half in December. Any request to split payment for cashed out hours must be made at the time the employee makes the irrevocable election to participate in this program.
- d. The District reserves the right to make any administrative adjustments necessary to this program to ensure compliance with federal Internal Revenue Service (IRS) Regulations regarding the constructive receipt doctrine.

The vacation hours will be cashed out based on the employee's rate of pay at the time of the payout. The vacation payment amount is taxable income, subject to all applicable withholding amounts and payroll deductions.

If the employee does not accrue all requested vacation hours in the calendar year in which the cash out is scheduled to occur, due to an unforeseen leave or other circumstance, the vacation payment amount will be reduced to the total number of vacation hours the employee actually accrues in the calendar year.

12.11 Vacation Leave Maximum

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 seventy-two (72) 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 seventy-two (72) hours of sick leave for the above purpose, the employee may request the granting of such sick leave use from their Department Head.

Section 14. Probation

Each employee shall serve a probationary period of no less than six (6) months from the time of initial appointment to the District and no less than six (6) months' probation when

promoted to a higher-level position. Any extension of the probationary period will be as provided in the District's Personnel Rules.

Section 15. Insurance Programs

15.1 General

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

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

15.2 Medical Insurance Benefits

Full-time regular employees will be eligible to receive a District contribution towards medical insurance premiums as follows:

	July 1, 2022	Beginning Feb 1, 2023	Beginning Feb 1, 2024	Beginning Feb 1, 2024
EE Only	\$802.34	\$868.13	\$939.32	\$1,016.34
EE + 1	\$1,604.68	\$1,736.26	\$1,878.64	\$2,032.69
EE + Family	\$2,270.64	\$2,456.83	\$2,658.29	\$2,876.27

Part-time regular employees will be eligible for pro-rated contributions based on their full-time

Any premium contribution required to participate in a District offered medical insurance plan in excess of the amounts stated above shall be the sole responsibility of the employee and 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 decline medical insurance coverage through the District if the employee can demonstrate that they have medical coverage through some other source (e.g., covered under a spouse's plan). If an employee declines District medical insurance coverage, the District will provide the employee with a monthly contribution to the employee's deferred compensation account in an amount equal to 20% of the District contribution associated with the participation level for which the employee was eligible but declined, rounded to the nearest dollar (\$1), per month.

Employees who are eligible for two-party or family coverage may elect to participate in District plans at a reduced level (e.g., a person otherwise eligible for two-party coverage may elect employee only coverage) If an employee elects reduced medical insurance coverage, the District will provide the employee with a monthly contribution to the employee's deferred compensation account at an amount equal to 20% of the difference

in District contributions between the participate level for which the employee was eligible and the participation level selected by the employee, rounded to the nearest dollar (\$1). Any contributions provided towards employee deferred compensation plans shall not exceed and will be in conformance with all statutory requirements. If the total contributions to an employee's deferred compensation plan reaches any statutory maximums, the District shall have no obligation to make any excess contribution or otherwise provide an equivalent benefit to the employee.

15.3 Life Insurance

The District shall pay the cost of existing group life insurance program in the amount of up to \$75,000 for eligible employees.

15.4 Dental Insurance

The District shall pay for the premium for all full-time and part-time employees who elect to participate in the District sponsored dental plan, which will include orthodontia, with Delta Dental. This 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

Through December 31, 2022, the District shall provide a vision care benefit for full-time employees and their dependents, not to exceed Three Hundred Seventy-Five 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), except that no allotment shall carryforward beyond December 31, 2022.

Beginning January 1, 2023, the District shall provide and pay the full premium or administrative costs for any full-time regular employee who elects to participate in either the District sponsored VSP Vision Plan or the District sponsored Direct Reimbursement Plan.

Beginning January 1, 2023, part-time regular employees will be eligible for a pro-rated contribution towards the premium for participating in a District sponsored plan based on their full-time equivalency.

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 Plans

Employees will be eligible to participate in CalPERS pension plans in accordance with the requirements of applicable law, including the Public Employees Retirement Law (PERL) and the Public Employees Pension Reform Act (PEPRA).

Employees who qualify as “classic” miscellaneous members of CalPERS may be eligible to participate in either the 2.5% @ 55 or 2% @ 60 pension plan, based on their date of hire and in accordance with the PERL and PEPRA.

Employees who qualify as “new” miscellaneous members of CalPERS may be eligible to participate in the 2% at 62 pension plan. For “new” miscellaneous members, the employee and the District shall each contribute the employee and employer contribution rates as set annually by CalPERS.

15.8 Retiree Medical Coverage

- a. 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 (1a) 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 District 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.

- b. For employees hired on July 1, 2007 or thereafter, the District shall contribute two point sixty-two percent (2.62%) of the monthly pay for all unit employees enrolled in the Medical After Retirement Account (MARA).

Beginning January 1, 2023, the District contribution will be increased to 3% of the employee's base monthly salary.

15.9 Workers' Compensation Benefits

The District provides workers' compensation insurance benefits, which are available to all employees who have a qualifying workplace injury.

Full-time regular employees who are on a leave of absence due to a workers' compensation injury are eligible to receive up to ninety (90) days of supplemental compensation from the District. The amount of this supplemental compensation will be equal to the difference between eighty-five percent (85%) of the employee's regular gross salary, less any workers' compensation disability benefits. Part-time employees are not eligible for this supplemental benefit.

All employees on an approved leave of absence may use any accrued sick leave, vacation, or compensatory time off to supplement any workers' compensation or other benefits received, except that in no event may the total of any leave used and other benefits received exceed 100% of the employee's regular salary.

15.10 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.

Employees on an approved leave of absence may use any accrued sick leave, vacation, or compensatory time off to supplement any short-term disability benefits received, except that in no event may the total of any leave used and benefits received exceed 100% of the employee's regular salary.

15.11 Long Term Disability Plan

The District shall pay the full premium for all employees to participate in a long-term disability (LTD) insurance plan that provides for wage replacement benefits at a rate of up to sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary, up to a

maximum of \$5,000 per month. LTD plan benefits are coordinated with other applicable wage replacement programs.

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 pre-disciplinary (Skelly) meeting with the Department Head or other person of authority designated by the District to receive any response from the employee to 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 pre-disciplinary meeting has been held and a final decision has been made as to whether the proposed 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. For more information on grounds for disciplinary action and the process for issuance of discipline, please refer to the District's Personnel Rules.

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 Matters Involving the Personnel Rules

The grievance procedure herein established shall have no application to matters which are addressed in the Personnel Rules, except that in the event of an appeal of a final disciplinary action involving a decision to discharge, suspend, demote, or reduce an employee's pay, the appeal will be processed in accordance with Alameda County Civil Service Rules for disciplinary appeals.

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 of subparagraph 17.3 herein, the grievant or the grievant's representative may, within thirty (30) days after receipt of

the decision of the Department Head made pursuant to subparagraph c 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 after the decision becomes final under operation of law.

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 the Personnel Rules.

Section 18. Personnel Rules

Except as provided otherwise in this Memorandum of Understanding, the District's Personnel Rules shall apply to employees represented herein. To the extent that this MOU conflicts with any provision in the District's Personnel Rules, this MOU shall govern.

Section 19. Expenses

19.1 Mileage

The District will reimburse any employee required to use their 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 100% of an employee's actual cost. An employee must earn a 3.0 grade in the course to qualify for the reimbursement.

Section 20. Salaries

20.1 Frequency of Payment

The District will transition to a bi-weekly payroll in the fall of 2022. It is anticipated that the first full bi-weekly payroll after this transition is made will begin on October 8, 2022.

20.2 Salary Increase

Effective July 1, 2022, the District to implement salary adjustments per the market survey and/or internal alignments identified by the District for all employees in the unit who are employed by the District on the effective date of the adjustment. After the market adjustments are made, the District will further revise the salary schedule to provide for a 3% general salary increase. (See Exhibit A)

All unit members employed by the District when the transition to bi-weekly payroll is completed will receive \$1500 lump sum payment at time of completion of the transition to bi-weekly payroll (October of 2022).

Effective on the first full pay period following July 1, 2023 – 3% general salary increase for all positions.

Effective on the first full pay period following July 1, 2024 – 5% general salary increase for all positions.

20.3 Direct 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.

20.4 Total Compensation Market Survey

The District will conduct a Total Compensation Market survey no later than March 31, 2025 and will share the results of the survey with SEIU once completed.

Section 21. Employee Classification 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 to the Human Resources Department for study and recommendations to the employee(s) and the Personnel Officer as provided under the District's Personnel Rules.

Section 22. 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 23. Reduction in Force, Layoff, Reemployment, Reinstatement

23.1 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.

23.2 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.

23.3 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 twelve (24) 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.

23.4 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 a new probationary period.

23.5 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.

23.6 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.

23.7 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.

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

Employees laid off under the provisions of this Section shall be eligible to continue their participation in District offered insurance programs as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). If an employee timely elects COBRA coverage, the District shall pay up to three (3) months of COBRA premiums up to the maximum contribution that the District pays to active employees, plus any COBRA administration fee. After three months, the employee may continue COBRA coverage at employee's expense in accordance with applicable law.

Section 24. Miscellaneous

24.1 Tools

All maintenance and construction workers and mechanics shall provide all hand tools normally expected of the person in the trade of their regular assignment. Beginning January 1, 2022, employees required to provide hand tools will be provided with an annual tool allowance of \$412.48. Beginning January 1, 2023, employees required to provide hand tools will be provided with an annual tool allowance of \$450.00 per calendar year.

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.

24.2 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.

- a. 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.
- b. 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.
- c. 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.

24.3 Labor-Management Communication Meeting

The joint Labor-Management committee will meet on a quarterly 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.

24.4 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.

24.5 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.

In addition to the Uniform items described in the Uniform Policy, employees in positions which require the wearing of safety boots shall be eligible to receive up to \$195 in reimbursement for the purchase of safety boots in the 2022 calendar year. Beginning January 1, 2023, this reimbursement will be converted to a boot allowance of two hundred seventy-five (\$275) per calendar year for the purchase and maintenance of safety boots. This Boot Allowance would be paid to employees in the following full-time positions: Park Maintenance Worker, Golf Course Caretaker, Mechanic, M&C Technician I/II and Equipment Operator.

Employees in the classification of Custodian shall receive up to \$140 in reimbursement for the purchase of no-slip work boots or shoes in the 2022 calendar year. Beginning January 1, 2023, this reimbursement will be converted to an allowance of one hundred seventy-five Dollars (\$175) per calendar year for the purchase of no-slip work boots or shoes.

24.6 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.

24.7 Employee Golf Privileges

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

24.8 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.

24.9 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.

Section 25. 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 26. 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 27. Term of Agreement

This Agreement covers wages and benefits beginning July 1, 2022 through June 30, 2025. The parties will commence the meet and confer process for a successor Memorandum of Understanding on or about January 2025. It is understood by the Union and the District that there shall be no reopening 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 28. 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 5th day of July, 2022.

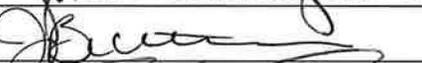
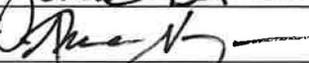
Service Employees International Union, Local 1021	Hayward Area Recreation and Park District
By: 	By: 
By: John Cunningham	By: 
By: 	By: 
By: 	By: <u>Cepideh Roufougar</u> <small>Cepideh Roufougar (Jul 21, 2022 15:11 PDT)</small>
By: <u>David Garcia</u> <small>David Garcia (Jul 27, 2022 14:00 PDT)</small>	By: <u>James C Wheeler</u>
By: <u>Robert Dietrich</u> <small>Robert Dietrich (Jul 21, 2022 16:22 PDT)</small>	
By: 	
By: <u>Dan DeBo</u> <small>Dan DeBo (Jul 22, 2022 14:46 PDT)</small>	
By: <u>oumar Fall</u> <small>oumar Fall (Jul 21, 2022 13:31 PDT)</small>	
By: <u>Peter Masiak</u> <small>Peter Masiak (Aug 3, 2022 10:09 PDT)</small>	
By: <u>ossee desmangles</u> <small>ossee desmangles (Jul 24, 2022 13:15 PDT)</small>	

Exhibit A

Hayward Area Recreation and Park District

Classification Listing and 7/1/2022 Pay Increase Illustration *(Shown at Range Maximum)*

SEIU Regular Full-Time

Includes Market Adjustment and 3% General Salary Increase

Line	Classification Job Title	Current Range Max	Range Max per Salary Survey	Market Deviation per Salary Survey dated 1/27/22 (A)	Market Deviation per Salary Survey dated 5/6/22 (A)	Final Salary Survey dated 6/22/22 (A)	Market Adjustment Percent Change	Elimination of Night Shift Differential (Folded into Pay)	General Salary Increase	Effective 7/1/2022		Internal Alignment/Salary Setting Rationale
										Overall Increase	Range Max	
1	Accounting Technician	6,400	6,975	-9.0%	-9.0%	-9.0%	9.0%		3.0%	12.3%	7,185	Benchmark; set to market
2	Administrative Assistant	6,084	6,903	-13.4%	-13.4%	-13.4%	13.4%		3.0%	16.8%	7,106	Benchmark; set to market
3	Clerk II	5,785	5,785	+2.9%	+2.9%	+2.9%	0.0%		3.0%	3.0%	5,959	Benchmark; set to market; same as current salary
4	Clerk I	4,248	4,248	N/A	N/A	N/A	0.0%		3.0%	3.0%	4,375	Maintain relationship with Clerk II
5	Maintenance & Construction Technician II	6,869	7,090	-2.2%	-3.2%	-3.2%	3.2%		3.0%	6.3%	7,301	Benchmark; set to market
6	Maintenance & Construction Technician I	6,553	6,764	N/A	N/A	N/A	3.2%		3.0%	6.3%	6,966	Maintain relationship with Maintenance & Construction Technician II
7	Park Maintenance Worker	5,917	6,687	-13.0%	-13.0%	-13.0%	13.0%		3.0%	16.4%	6,887	Benchmark; set to market
8	Golf Course Caretaker	6,371	7,201	N/A	N/A	N/A	13.0%		3.0%	16.4%	7,415	Maintain relationship with Park Maintenance Worker
9	Irrigation Specialist	6,870	7,764	-3.9%	-4.4%	-4.4%	13.0%		3.0%	16.4%	7,996	Maintain relationship with Park Maintenance Worker
10	Equipment Mechanic	6,553	7,862	-20.0%	-20.0%	-20.0%	20.0%		3.0%	23.6%	8,100	Benchmark; set to market
11	Equipment Operator	6,092	6,887	-13.0%	-13.0%	-13.0%	13.0%		3.0%	16.4%	7,090	Benchmark; set to market
12	Custodian	5,101	5,101	+7.2%	+7.2%	+7.2%	0.0%	4.5%	3.0%	7.6%	5,490	Benchmark; set to market; same as current salary
13	Special Needs Program Leader	5,868	5,868	N/A	N/A	N/A	0.0%		3.0%	3.0%	6,044	Same salary as Program Leader III
14	Program Leader III	5,868	5,868	N/A	N/A	N/A	0.0%		3.0%	3.0%	6,044	Maintain relationship with Recreation Coordinator II
15	Program Leader II	4,391	4,391	N/A	N/A	N/A	0.0%		3.0%	3.0%	4,523	Maintain relationship with Recreation Coordinator II
16	Program Leader I	3,285	3,285	N/A	N/A	N/A	0.0%		3.0%	3.0%	3,384	Maintain relationship with Recreation Coordinator II

(A) Market Deviation percentages are reflected as positive when above market median and negative when below market median.

NOTE: For illustration purposes only at time of adoption. See District's Salary Schedule for full salary range information and any updates beyond 7/1/2022 as contemplated in this MOU



The Board of Directors of
The Hayward Area Recreation and Park District

RESOLUTION NO. R-2223-1

A Resolution of the Board of Directors of the Hayward Area Recreation and Park District Approving the General Manager and the District's Labor Negotiation Team to enter into a new MOU with SEIU, Local 1021 and to approve an additional budget appropriation for FY 22-23

The Hayward Area Recreation Board of Directors Resolves as follows:

Whereas, Service Employees' International Union, Local 1021 (SEIU) is a recognized employee organization representing certain full-time and part-time employees of the District.

Whereas, representatives of the District and SEIU engaged in negotiations and reached a tentative agreement on the terms of a successor Memorandum of Understanding ("MOU") with the SEIU Full-Time bargaining unit.

Whereas, the District has satisfied its obligation under Government Code section 3505, to meet and confer in good faith over terms of a successor Memorandum on Understanding.

Whereas, it is not the intent of the Board of Directors in adopting this Resolution to create any right or obligation extending beyond the effective term of the attached MOU.

Now, therefore, the Board of Directors of the Hayward Area Recreation and Park District authorizes: 1) The General Manager and the District's Labor Negotiation Team to enter into a new MOU with SEIU, Local 1021 and 2) To appropriate an additional \$352,700 in the FY22-23 General Fund budget to cover the additional costs not included in the FY22-23 Adopted Budget.

DATE: July 5, 2022

INTRODUCED BY: Rick J. Hatcher

AYES: Andrade, Hatcher, Hodges, Pereira and Rosen

NOES: None

ABSTAIN: None

ABSENT: None

Carol A. Pereira

Carol A. Pereira, President

Paul W Hodges, Jr

Paul W. Hodges, Jr., Secretary

SEIU MOU - Full-time - for signature

Final Audit Report

2022-08-03

Created:	2022-07-21
By:	Jennifer Arias (arij@haywardrec.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7g8uAu6udSw9WGw4AKDfV5qcE8cgVE1k

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 Agreement completed.
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