

*The below set of proposals is a package proposal from the City of Hayward to SEIU Local 1021 with respect to the referenced articles of the parties' contract. The proposals below are contingent upon the parties reaching tentative agreement on the entire package set forth below and on the entire contract. The City will consider a rejection of any portion a general rejection of the entire package. In the event of a rejection, the City's position on all items at the table shall be the most recent position adopted prior to passing this package proposal. The City reserves the right to amend, revise, supplement, or withdrawal this package proposal, or any part of thereof, at any time.*

*Unless otherwise noted, these proposed modifications are applicable to both the Clerical and Maintenance contracts.*

- I. The City provides the below counterproposal to SEIU Proposal 6 (Salaries), proposing a total of 10% in salary increases over the contract term plus a \$1500 lump sum following Council adoption:

#### 9.01 Salaries

Salaries for classifications in the representation unit shall be as enumerated in Appendix A to this Memorandum of Understanding. In addition to the increased cost of City provided benefits, including retirement, medical, dental and vision, all bargaining unit salary range increases shall be as follows:

~~In lieu of a cost of living adjustment, full-time employees represented by the Union shall receive a one-time lump sum payment of \$1500 equal to approximately 2.00% of the employees base wages effective the first full pay period following adoption of this agreement.~~ of \$1,600 (part-time employees will receive a prorated amount based on their position's budgeted FTE). ~~in Effective the pay period including July 1, 2018~~ ~~2021 base wages for employees represented by the Union shall be increased by 56%.~~ To be eligible for the one-time cash payment, SEIU-represented employees must be employed on the date of ratification and the date of payout. **This payment shall be made in a separate check.**

~~Effective December 15, 2021, the date on which the parties reach a total tentative agreement on a successor contract, first full pay period following adoption of this contract by the City Council~~ ~~Effective the pay period including July 1, 2021,~~ base wages for employees represented by the Union shall be increased by ~~2.5% (two and a half percent); 3% (three percent).~~

Effective the pay period including July 1, 2019 2022, base wages for employees represented by the Union shall be increased by ~~2.5% (two and a half percent); 4.3-2654.5% (three percent) (four percent) 2% (two percent).~~

~~Effective the pay period including July 1, 2022, employees shall contribute one percent (1%) of their salaries, on an ongoing basis, towards the City's irrevocable retiree health trust to fund the unfunded retiree medical obligations. The contribution made by employees to the trust fund shall be exclusively allocated for the expense of retiree healthcare of its members. The contribution will be accomplished through a salary deduction.~~

Effective the pay period including July 1, 2023, base wages for employees represented by the Union shall be increased by ~~3264.54% (five four percent).~~

**II. Consistent with the parties’ prior packages, the City restates its 9/15/21 response to SEIU’s counterproposal to City Proposal 7 (Art. 5.01: Meal Allowance), which the City understands the Union is in agreement with as part of a total package.**

**5.01 Meal Allowance**

A ~~ten-dollar~~ **fifteen dollar** (\$~~10.00~~**\$15.00**) meal allowance shall be provided to employees required **by their supervisor** to work at least two (2) hours of **unscheduled** overtime when such overtime is worked at the end of or prior to the start of a shift, or as a result of an unscheduled call-back on scheduled days off. For each additional four (4) hours worked, the employee shall receive an additional ~~ten-dollar~~ **fifteen dollar** (\$~~10.00~~**\$15.00**) meal allowance.

**III. Consistent with the parties’ prior packages, the City restates its 9/15/21 response to SEIU’s counterproposal to City Proposal 8 (Art. 11.01: Holidays), which the City understands the Union is in agreement with as part of a total package.**

**11.01 Holidays Observed by the City**

The following days shall be holidays for all full-time employees other than temporary and provisional employees.

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

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday provided, ~~however, that Christmas and New Year’s Day shall be observed on the day the holiday actually falls for employees who work a seven (7) day operation.~~ If Christmas Eve falls on a Sunday, the holiday shall be observed on the previous Friday. If a holiday falls on a Saturday, the previous Friday shall be observed as a holiday. If a holiday falls on an employee's regular day off, the employee shall be credited with equivalent time to either compensatory time or vacation leave. **Notwithstanding the foregoing, all holidays shall be observed on the day the holiday actually falls for employees who work a seven (7) day operation.**

**Observance of California State and/or Federal Holidays not listed above shall be discussed in Labor-Management meetings-a meet and confer between the parties.**

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- IV. The City withdraws its proposal to modify Art. 8.03 and proposes to maintain the current contract language as set forth below. The City understands that the Union is in agreement with maintaining the contract status quo on Art. 8.03 as part of a total package.**

**8.03 Eligibility for Advancement in Pay**

Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance. The following time-in-step requirements shall normally apply for an employee to be eligible for advancement in pay.

| <u>Step</u> | <u>Time-in-Step</u> |
|-------------|---------------------|
| A           | 6 months            |
| B           | 12 months           |
| C           | 12 months           |
| D           | 12 months           |
| E           | ---                 |

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing duties, the employee may be advanced prior to completion of the above time-in-step requirements. No early advancement may be made for an employee in a probationary status.

If the first day of the time-in-step period begins in the first five (5) days of the payroll period, then time-in-step shall begin with the start of the payroll period. Advancement in pay, when approved, shall be effective at the beginning of that pay period. If not, then time shall begin on the first day of the next payroll period.

When approved, advancement in pay shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one (1) month ~~one hundred and sixty (160) consecutive hours~~, the period shall be deducted from the accumulated time-in-step. ~~If the Leave is used for purposes that qualify under a State or Federal leave law, such as the Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the State or Federal leave entitlement. This timeframe will be prorated for part-time employees based on their budgeted FTE. All unpaid leaves shall be included in the calculation of this timeframe.~~

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- V. The City is in agreement with SEIU's modified proposal of September 15, 2021 on the City's Proposal 6 (Art. 2.02: New Hire Probationary Period) as set forth below.**

**2.02 New Hire Probationary Period (Maintenance MOU)**

All appointments (other than temporary and provisional appointments) to full-time positions in the classified service and appointments to part-time positions regularly scheduled to work twenty (20) or more hours per week shall be subject to a probationary period. The regular period of

probation shall be twelve (12) months. In the event of a conflict between the job description of a represented position and this Section, the length of the probationary period provided in this Section shall control.

In the event there is a certification required for the position, the probationary period may be extended by the same time period as the time period established in the applicable job description to obtain the certification. **Extensions of probationary periods unrelated to certification requirements of up to a maximum of six (6) months, by mutual agreement between the employee Union and the City Manager or designee in individual cases, shall be in writing.**

## **2.02 New Hire Probationary Period (Clerical MOU)**

All appointments (other than temporary and provisional appointments) to full-time positions in the classified service and appointments to part-time positions regularly scheduled to work twenty (20) or more hours per week shall be subject to a probationary period. The regular period of probation shall be twelve (12) months. In the event of a conflict between the job description of a represented position and this Section, the length of the probationary period provided in this Section shall control.

As an exception to the foregoing, the probationary period for the classification of Communications Operator shall be two (2) years.

In the event there is a certification required for the position, the probationary period may be extended by the same time period as the time period established in the applicable job description to obtain the certification. **Extensions of probationary periods unrelated to certification requirements of up to a maximum of six (6) months, by mutual agreement between the employee Union and the City Manager or designee in individual cases, shall be in writing.**

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## **VI. Consistent with the parties' prior packages, the City restates its 9/15/21 response to SEIU Proposal 4 (Art. 11.04: Holiday Pay), which the City understands the Union is in agreement with as part of a total package.**

### **11.04 Compensation for Holidays**

#### Holidays Taken Off

An employee working a regular schedule of eight (8) hours per day, five (5) days per week (a "5/8" schedule), shall receive eight (8) hours of holiday pay for all City-observed holidays taken off on the employee's regularly scheduled workday.

The City may require an employee to work an alternate work schedule, such as a "4/10 work schedule" (four (4) days per week, ten (10) hours per day) or a "12/8 work schedule" (a 2-week schedule of six (6) 12-hour days and one (1) 8-hour day). In the event a City-observed holiday occurs while a mandatory alternate work schedule is in effect, the employee shall be entitled to holiday pay based on the hours the employee would have been regularly scheduled to work that day. For example, an employee who works a mandatory 4/10 schedule Monday through Thursday shall receive ten (10) hours of holiday pay for a holiday observed on a Monday.

If the holiday is observed on an employee's regularly scheduled day off, the employee shall be credited time off with pay to either their vacation leave, or compensatory time banks, ~~or straight~~

~~pay~~ as follows: (a) eight (8) hours will be credited to employees who work a 5/8 schedule or a voluntary alternate work schedule; (b) ten (10) hours will be credited to employees who are required **by their supervisor** to work a 4/10 schedule; ~~or (c) twelve (12) hours will be credited to employees who are required by their supervisor to work a 12/8 schedule;~~ **or (d) for employees who are required by their supervisor to work a schedule that exceeds a mandatory schedule that regularly requires hours in excess of ten (10) eight (8) in a day other than the schedules listed above, holiday pay will equal their hours for that day** (e.g. a 12/8 schedule).

Employees who elect to work an alternate work schedule shall receive eight (8) hours of holiday pay on holidays observed on the employee’s regularly scheduled workday, regardless of the employee’s regularly scheduled hours as dictated by the elected alternate work schedule.

Holidays Worked

Prior approval for holiday work must be secured from the City Manager except in emergency situations where said approval cannot be obtained beforehand.

An employee who ~~actually is scheduled to work~~ on a City-observed holiday, ~~whether it is their regularly scheduled day or a mandatory shift on an unscheduled day,~~ shall be entitled to holiday pay or equivalent time credited to his or her compensatory time off or vacation leave pursuant to this Section and Section 11.01, Holidays Observed by the City, of this Memorandum of Understanding. In addition, any work performed on City-observed holidays shall be paid for at the rate of time-and-one-half (1.5) the straight time rate or time off with pay at time-and-one-half (1.5) the straight time rate. There shall be no pyramiding of overtime.

**VII. The City responds to SEIU’s counterproposal to its Proposal 7 (Art. 12.02: Vacation Leave Allowance for FTE) as modified below:**

**12.02 Vacation Leave Allowance for Full-Time Employees**

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

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

| <b>Years of Service</b> | <b>Per 80 Hr. Period</b> | <b>Hourly Equivalent</b> | <b>Annual</b> |
|-------------------------|--------------------------|--------------------------|---------------|
| Up to 5 yrs.            | 3.08 hrs.                | .0385 hrs.               | 80 hrs.       |
| From 5 to 9 yrs.        | 4.62 hrs.                | .0578 hrs.               | 120 hrs.      |
| From 10 to 19 yrs.      | 6.16 hrs.                | .077 hrs.                | 160 hrs.      |
| From 20 yrs.            | 7.70 hrs.                | .0963 hrs.               | 200 hrs.      |

Beginning January 1, 2015, an employee will accrue at the next highest benefit level on the employee’s corresponding anniversary date.

For purposes of crediting service time for vacation accruals, a former employee who is reinstated within one (1) year from the date of the employee’s separation in a probationary or regular

appointment, shall receive credit for the employee's prior service time. No service time on a temporary, provisional, or contracted appointment shall be credited.

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

Vacation is accrued for all regular hours worked and shall continue to be earned during other authorized leaves with pay. When a holiday falls during an employee's absence on vacation leave, it shall not be deducted from employee's accrued leave.

The maximum vacation accrual cap shall be twice the employee's annual rate ~~plus forty (40) hours. The vacation accrual cap shall be maintained on a continuous per pay period basis.~~ An employee may accrue vacation hours in excess of the applicable maximum vacation accrual cap during the calendar year, but employees may not carry vacation hours in excess of the cap into a subsequent calendar year. ~~By~~ ~~At the end of~~ ~~the final full pay period that includes~~ ~~December 31<sup>st</sup>~~ ~~of~~ each calendar year, any unused vacation hours in excess of the applicable accrual cap shall be forfeited, and the employees' vacation leave balance shall be reduced back to the cap. The vacation accrual cap shall be maintained on a continuous per pay period basis. Exceptions may be permitted on approval of the Department Director and the City Manager. In granting such exceptions, the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue.

It shall be the responsibility of each employee to ensure the full use of vacation leave credits received by scheduling the necessary time off each year.

~~Employees who work mandatory overtime or request to use vacation leave and whose vacation leave request is denied in writing by their supervisor, shall be afforded an additional six months (6 months) to come underneath the cap, and based on operational need may elect to cash out vacation leave equal to the amount of the vacation leave denied. This provision will not be triggered by denials of vacation on the basis of existing departmental practices that limit the number of people who may be on vacation at any one time. Such cash out request must be made no later than the first pay period of December of the calendar year during which the vacation leave request was denied, up to a maximum cash out of eighty (80) hours (40) hours in a calendar year.~~

#### Vacation Sell Back

~~Effective following adoption of this contract by the City Council, July 1, 2021 full-time employees may cash out up to one hundred and twenty ~~one hundred (120)~~ ~~twenty (20)~~ ~~forty (40)~~ hours of vacation leave each Fiscal Year. Part-time employees may cash out up to ~~ten (10)~~ ~~twenty (20)~~ ~~sixty fifty (60)~~ ~~50~~ hours of vacation leave each Fiscal Year. For part-time employees this benefit shall be prorated based on the proportion of the normal thirty-seven and one-half (37.5) or forty (40) hour workweek for which the employee is regularly scheduled to work.~~

~~Employees must elect to cash out their vacation leave prior to the last pay period of each Fiscal Year.~~

Requests for vacation sellback are irrevocable.

Unused vacation hours will be cashed out upon separation of employment, except that any hours accrued in excess of two (2) times an employee's annual accrual will be forfeited and will not be included in any cash-out upon separation.

**VIII. The City responds to SEIU's September 29, 2021 counterproposal to its Proposal 9 (Appendix C: Equity Side Letter) as follows:**

**Appendix C: Equity Side-letter**

The City and the Union agrees to perform an equity study on total compensation ~~at the first step that includes all benchmark positions for SEIU Maintenance and Clerical classifications, to be completed no later than December 31, 2023, with the results to be shared with SEIU Local 1021 upon completion. The Parties shall meet to discuss identifying benchmark positions, with such discussions to be completed no later than March 31, 2023. The City agrees the study is being conducted to address equity retention, recruitment and resolve staffing shortages, and the parties will meet to discuss how the study can be used to resolve any these concerns. The parties understand the purpose of the study is to collect information that will allow them to better understand the City's position in the labor market with respect to bargaining unit positions and inform discussions about equity adjustments.~~

The City and the Union agree that the following jurisdictions will be included in the survey: City of Alameda, City of Berkeley, City of Daly City, City of Fremont, City of Palo Alto, City of Redwood City, City of Sunnyvale, City of San Leandro ~~City and County of San Francisco~~, City of Santa Clara, and City of San Mateo. In addition to the ten (10) agencies listed, the parties agree that Alameda County Water District, Dublin-San Ramon Services District, Oro Loma Sanitary District, and Union Sanitary District shall be included in the surveyed jurisdictions for ~~Maintenance classifications including~~ the following classifications only:-

|   |                                    |
|---|------------------------------------|
| <u>Backflow/Cross Connection Tester</u>       | <u>Utility Leader</u>              |
| <u>Cross Connection Control Specialist</u>    | <u>Utility Leader - Sewer</u>      |
| <u>Senior Utility Customer Service Leader</u> | <u>Utility Worker</u>              |
| <u>Senior Utility Leader</u>                  | <u>Utility Worker - Sewer</u>      |
| <u>Senior Utility Leader - Sewer</u>          | <u>Water Meter Mechanic</u>        |
| <u>Senior Utility Service Representative</u>  | <u>Customer Field Technician</u>   |
| <u>Water Meter Reader</u>                     |                                    |
| <u>Utilities Maintenance Mechanic</u>         | <u>WPCF Lead Operator</u>          |
| <u>Utilities Service Worker</u>               | <u>WPCF Operator</u>               |
| <u>Grounds-Keeper II</u>                      | <u>Maintenance Worker</u>          |
| <u>Electricians-II Maintenance</u>            | <u>Facilities Serviceworker II</u> |

**Facilities Carpenter II****Facilities Painter II**

The classification study will **match positions** ~~be based on comparable job descriptions and duties~~ **using a comparison of job duties and not solely based on job title.**

In addition to the ten (10) agencies listed, the parties agree that City of San Ramon, ~~City of Mountain View~~, City of Oakland, Santa Clara County, Alameda County and ~~San Ramon Valley~~ shall be included in the surveyed jurisdictions for comparable job duties and descriptions **where there are less than three (3) comparable classifications identified among the** ~~not matched in the~~ ten (10) agencies listed above, for the purpose of an effective study of Police Department (PD) classifications.

~~If entry level classifications receive an equity adjustment as a result of the survey, the City agrees to ensure that the salary range for classifications above the entry level in the affected series shall be equally adjusted, to maintain internal equity.~~

The City shall issue a request for proposal (RFP) for a survey provider no later than January 1, 2023~~22~~. **The parties will convene consult over to selection of a provider from the consultants responding to the request for proposal (RFP). The parties will equally share the cost of the salary survey. The City retains the discretion to select the consultant in order to ensure timely completion of the salary survey.**

~~All classifications determined to be two percent (2%) or more below the average for the jurisdictions surveyed after the application of any negotiated cost of living adjustments, so far as can be determined with certainty for both the City and the comparison jurisdictions, shall receive an equity adjustment not to exceed six percent (6%) in fiscal year 2023, and an equity adjustment not to exceed six percent (6%) in fiscal year 2024. No Classification shall receive an increase of more than twelve percent (12%) over the course of this agreement as a result of the survey. Equity adjustments shall go into effect the pay period including January 1, 2023 and January 1, 2024, respectively.~~

- IX. Consistent with the parties' prior packages, the City restates its 9/15/21 response to SEIU's counterproposal to SEIU Proposal 18 (Art. 16.22: Health and Wellness), which the City understands the Union is in agreement with as part of a total package.

**16.22 Health and Wellness**

The City will reimburse full-time employees a maximum of fifty dollars (\$50) per month for expenses associated with health and wellness programs. ~~The City will reimburse full time employees a maximum~~ of six hundred dollars (\$600) annually for expenses associated with health and wellness equipment **or programs to support the employee's health and wellness.** ~~The equipment reimbursement can be dispersed two times per year. This reimbursement may be made in lump sums of up to six hundred dollars (\$600)~~ for the purchase of health and wellness equipment, ~~or may be~~ may be made monthly, up to fifty dollars (\$50) per month, for all other health and wellness related expenses, including recurring monthly fees associated with gym or health club memberships, fitness classes (such as yoga, Zumba, or similar), personal trainers, weight loss programs (such as Weight Watchers, Jenny Craig, or similar), or short or long-term disability plans.

Requests for reimbursement for health and wellness related expenses must be submitted in writing and accompanied by receipts (and proof of monthly membership, if applicable) within forty-five (45) days of the most recent monthly payment made by the employee.

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

**Alternatively, this reimbursement may be used for health and wellness equipment (such as treadmills, stationary cycles, bike stands (to convert road bike to stationary cycle), non-motorized bicycles (excluding any road bicycles or scooters that have motors or batteries), bicycle and equipment, stair climbing machines, elliptical machines, rowing machines, cross-country ski machines, air walkers, or weights, or fitness apps wearable fitness trackers (such as Fitbit etc.) or similar and associated parts for equipment previously reimbursed by the City under this provision). Employees may not seek reimbursement for apparel, sneakers, or recreational equipment under this program.** Requests for reimbursement of equipment must be submitted in writing, accompanied by receipts and proof of purchase, **and may only be requested** twice per year, and within forty-five (45) days of the most recent expenditure made by the employee.

~~For one-time health and wellness expenses, requests must be made in writing within forty-five (45) days of payment by employee and submitted with receipts.~~

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

Part-time employees who work less than forty (40) hours per week shall be eligible to receive a maximum of twenty-five dollars (\$25) per month for expenses associated with health and wellness programs as described above. Requests must be made in writing within forty-five (45) days of payment by the employee and submitted with receipts.

**The City's decision to reimburse an employee is not subject to dispute as provided for in Section 15.00 in this MOU.**

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- X. Consistent with the parties' prior packages, the City restates its 9/15/21 response to SEIU's counterproposal to SEIU Proposal 30 (Art. 4.07 (Maintenance)/4.06 (Clerical), which the City understands the Union is in agreement with as part of a total package.

#### 4.07 Distribution of Overtime (Maintenance)

\* Proposal shall align with City's proposal to re-order section 4\*

Work outside of the scheduled work day and work week shall be assigned to employees in the same classification on an equitable and even basis within a department in so far as reasonably possible provided the employees are qualified and available for such work.

Employees with the most seniority within a classification shall be assured the first opportunity for overtime on a rotating basis in equalizing overtime. Employees who are successfully contacted and state that they are not available for work shall be deemed to have worked the same number of hours as the employee performing the assignment.

- A) ~~Bi-weekly (in conjunction with normal payroll cycle), each Department shall post a list of all scheduled and non-scheduled overtime hours worked and credited for each employee. Each Department must maintain a daily list and post all hours worked for scheduled and nonscheduled overtime for all classifications on a continual basis. The posted list shall start January 1<sup>st</sup> and end December 31<sup>st</sup>.~~

~~In addition, The City shall maintain the current overtime list on a City intranet system, which employees will be able to access from a Department maintained computer terminal. Upon request, employees may review a then-current overtime list, and which shall reflecting the order in which employees will be assigned/offered overtime work.~~

#### 4.06 Distribution of Overtime (Clerical)

\* Proposal shall align with City's proposal to re-order section 4\*

Work outside of the scheduled workday and workweek shall be assigned to employees in the same classification on an equitable and even basis within a department in so far as reasonably possible, provided the employees are qualified and available for such work.

Employees with the most seniority within a classification shall be assured the first opportunity for overtime on a rotating basis in equalizing overtime. Employees who are successfully contacted and state that they are not available for work shall be deemed to have worked the same number of hours as the employee performing the assignment. In the event there is mandatory overtime, management will request employees with the least seniority within said classification to work the mandatory overtime shift on a rotating basis to equalize overtime.

~~A) Each Department must maintain a current list and post all hours worked for scheduled and nonscheduled overtime for all classifications on a continual basis. The posted list shall start January 1<sup>st</sup> and end December 31<sup>st</sup>.~~

~~The City shall maintain the current overtime list on a City intranet system. Upon request, employees may review a then-current overtime list, reflecting the order in which employees will be assigned/offered overtime work.~~

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- XI. Consistent with the parties' prior packages, the City restates its 9/15/21 response to SEIU's counterproposal to SEIU Proposal 34 (Art. 5.08 (Clerical): Notary and Professional Services Pay), which the City understands the Union is in agreement with as part of a total package.

### 5.08 Notary Public and Professional Services Pay

Upon written designation by their Department Head or designee~~any Department~~, the City shall pay an additional five percent (5%) differential per hour to certified unit members for the performance of notary public, ~~Auto-CAD (Computer Aided Design) drafting and design and other professional services~~ that require certification for City business purposes.

These unit members shall submit annual proof of certification in order to maintain notary public and services payments. The differential pay will only be paid for hours during which the employee is performing notary ~~aforementioned~~ services, rounded to the closest quarter ~~half~~ hour. ~~be removed when the employee is no longer required to perform these services.~~ Unit members paid to perform notary public aforementioned services for the City shall not perform said private notary public duties during City work hours.

## XII. The City agrees to SEIU's last counterproposal on its SEIU Proposal 1 (Night Shift Differential) as follows:

### 5.07 Night Shift Differential

Night Shift Differential Employees assigned to shifts that include five ~~four~~ (5-4) or more hours scheduled between the hours of 3:00 P.M. and 11:00 P.M. shall be paid an additional three dollars (\$3.00) two dollars and fifty cents (\$2.50) two dollars (\$2.00) ~~one dollar and sixty cents (\$1.60) seven percent (7%)~~ per hour for all hours worked during that window ~~on such shift~~. Employees assigned to shifts that include five ~~four~~ (5-4) or more hours scheduled between 11:00 P.M. and 7:00 A.M. shall receive an additional two dollars and seventy five cents (\$2.75) four dollars (\$4.00) two dollars and ninety five cents (\$2.95) three dollars (\$3.00) and fifty cents (\$3.50) ~~two dollars (\$2.00) ten percent (10%)~~ per hour for all hours worked during that window ~~on such shift~~. The City will make every effort to provide employees at least twenty-four (24) hours' notice of a change in shift assignment. **For example:**

- **An employee who works a shift from 6:00 P.M. to 6:00 A.M. will be paid (i) the swing shift differential for the hours worked from 6:00 P.M. to 11:00 P.M. and (ii) the night shift differential for the hours worked from 11:00 P.M. to 6:00 A.M.**
- **An employee who works a shift from 12:00 P.M. to 8:00 P.M. will be paid (i) the swing shift differential for the hours worked from 3:00 P.M. to 8:00 P.M. and (ii) no premium from the hours worked from 12:00 P.M. to 3:00 P.M.**
- **An employee who works a shift from 12:00 A.M. to 8:00 A.M. will be paid (i) the night shift differential for the hours worked from 12:00 A.M. to 7:00 A.M. and (ii) no premium from the hour worked from 7:00 A.M. to 8:00 A.M.**

**NOTE: The parties agree that implementation of this change shall resolve all outstanding grievances related to shift differential that were commenced prior to the tentative agreement on this contract.**

~~Hours worked in either of the above shifts shall count toward the four (4) hour requirement. In the event both shifts are contained in the assignment, the higher paid shift will apply. For shifts less than eight (8) hours, a majority of hours worked on a Nightshift shall qualify for that differential for all hours worked on such shift.~~

**Proposal impacts Maintenance and Clerical MOU**

**XII. The City responds to SEIU Proposal 12 (Longevity) as follows:**

**9.05 Longevity Continuous Service Pay**

To promote Retention and recruitment for highly skilled and long term Employees, the City agrees to pay an additional percentage of the base wages paid to the employee as an incentive as follows: **For purposes of this section only, eligibility for contiguous pay; Section 9.30**

**Reinstatement of the Personnel Rules will apply. continuous paid experience with the City of Hayward that is contiguous to an employee's most recent hire date by the City shall be considered for the purpose of calculating continuous service and eligibility for continuous service pay.**

**An employee with twenty-five (25) or more years of continuous service with the City of Hayward shall receive continuous service pay of two and a half percent (2.5%) ~~one and one half percent (1.5%)~~ ~~three percent (3%)~~ above their base salary.**

**An employee with thirty (30) or more years of service of continuous service with the City of Hayward shall receive additional continuous service pay of ~~two percent (2.0%)~~ ~~five percent (5.0%)~~ ~~one and one half percent (1.5%)~~ ~~three percent (3.0%)~~ ~~four percent (4%)~~ ~~for a total of eight percent (8%)~~ for a total of ~~three~~ ~~four percent (4.0%)~~ ~~six percent (6.0%)~~ ~~seven and one half percent (7.5%)~~ above their base salary.**

**In no case shall an employee receive more than a total of ~~two percent (2.0%)~~ ~~seven and one half percent (7.5%)~~ ~~six percent (6.0%)~~ ~~three~~ ~~four percent (4.0%)~~ ~~a total of eight percent (8%)~~ above their base salary on account of continuous service pay.**

**This benefit shall be implemented effective the first full pay period following Council adoption for all then-current bargaining unit employees who meet the above years of service thresholds. Going forward, continuous service pay shall be implemented the first full pay period following the employee's anniversary date that triggers eligibility for such pay. Continuous service pay shall be payable on employees' regular paychecks.**

- ~~five (5) or more years of service ..... one percent (1%)~~
- ~~ten (10) or more years of service ..... two percent (2%)~~
- ~~Fifteen (15) or more years of service ..... three percent (3%)~~ **two percent (2%)**
- ~~Twenty (20) or more years of service ..... five percent (5%)~~ **two percent (2%)**
- ~~At Thirty (30) or more years of service the employee shall receive~~ **an additional four percent (4%) for a total of eight percent (8%)**

**This Longevity Continuous Service Pay shall be reported to CalPERS as Longevity Pay Incentive Pay. The Parties acknowledge that CalPERS makes all final determinations as to the pensionability of any differential pay.**

~~The additional payment for longevity of service shall be made at such time any installment of base wages is made to the employee.~~

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### XIII. 18.00 DURATION OF MOU

This Memorandum of Understanding shall be effective upon ratification of the union and approval by City Council, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 30<sup>th</sup> day of June, 2024~~4~~ and shall continue thereafter from year to year unless at least one hundred twenty (120) days prior to the first day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this agreement. ~~The parties agree that contract expiration dates shall coincide with the City's fiscal year and will make every effort to reach agreement in accordance with the City budget cycle.~~

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### XIV. The City withdraws the following proposals:

- 1) City Proposal 10 (Art. 7.08: Medical, Dental, Vision and Flexible Benefits for Certain Part-Time Employees)
- 2) City Proposal 11 (Art. 3.00: Layoffs)
  - a. The City remains open to reviewing SEIU's DEI language, referred to in its [DATE] rejection of this proposal.

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### XV. The City restates its rejection of the following proposals:

- ~~1) SEIU Proposal 1 (Art. 5.07: Night Shift Differential)~~
  - 2) SEIU Proposal 8 (Art. 4.03: Compensation for Overtime)
  - 3) SEIU Proposal 11 (Art. 9.02: Lead, Senior and Secretarial Pay)
  - ~~4) SEIU Proposal 12 (Art. 9.05: Longevity Pay)~~
  - 5) SEIU Proposal 13 (Art. 4.01: Work Hours)
  - 6) SEIU Proposal 16 (Art. 7.04: Alternate Benefits)
  - 7) SEIU Proposal 21 (Art. 9.02: Lead and Senior Pay (Maintenance Contract))
    - a. Note that the City will, of course, comply with the arbitrator's decision related to the issues raised in this proposal.
  - 8) SEIU Proposal 22 (Art. 5.09: Pesticide Differential)
  - 9) SEIU Proposal 24 (Arts. 4.04/4.05: Call Back Pay)
  - 10) SEIU Proposal 25 (Art. 7.05: Supplemental Retirement Benefit)
  - 11) SEIU Proposal 26 (Art. 13.05: Payment for Unused Sick Leave)
  - 12) SEIU Proposal 28 (Art. 5.02: Standby Pay (Maintenance Contract))
  - 13) SEIU Proposal 29 (Art. 5.02 Standby Pay (Clerical Contract))
  - 14) SEIU Proposal 32 (Art. 5.12: Distribution Certification Differential)
  - 15) SEIU Proposal 33 (Art. 5.15: Wastewater Operator Certification Differential)
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**XVI. All prior tentative agreements, listed below, would be incorporated into any successor contract:**

- 1) SEIU Proposal 5 (Art. 12.04: Payment for Unused Vacation) awaiting signature via DocuSign
- 2) SEIU Proposal 14 (Art. 15.01: Grievances (Maintenance)) signed June 11, 2021
- 3) SEIU Proposal 17 (Art. 16.04: Participation in Promotional Exams) signed August 26 , 2021
- 4) SEIU Proposal 19 (Art. 5.03: Police Department Training Pay (Clerical))
- 5) SEIU Proposal 20 (Art. 16.02: Uniforms (Maintenance)) signed June 11, 2021
- 6) SEIU Proposal 27 (Art. 4.12: Daylight Savings Time) awaiting signature via DocuSign
- 7) SEIU Proposal 31 (Art. 5.14: Thermoplastic Differential (Maintenance)) signed August 26, 2021
- 8) City Proposal 1 (Art. 1.03: Union Security) awaiting SEIU signature, emailed on July 22, 2021
- 9) City Proposal 2 (Art. 2.06: Effects of Leave on Probationary Period) awaiting SEIU signature, emailed on April 21, 2021
- 10) City Proposal 3 (Art. 4.00: Work Schedules (Maintenance)) signed on April 19, 2021
- 11) City Proposal 5 (Art. 16.19: Support Services Division (Clerical)) signed on April 19, 2021
- 12) City Proposal 9 (Art. 14.06: Leaves of Absence) signed June 11, 2021
- 13) City Proposal 12 (Art. 16.19: DOT Testing (Maintenance)) signed August 27, 2021

**Tentative Agreement**

Date:

Date:

By: Janaina Pereira Soares Sangy  
For City of Hayward

By: Suzanne Philis  
SEIU Local 1021

Burke A. Dunphy

Date:

By: Robert Mitchell, Sr.  
SEIU Local 1021

Date:

By: Saad Muhammad  
SEIU Local 1021

Date:

By: Blake Huntsman  
SEIU Local 1021

Date:

By: \_\_\_\_\_  
SEIU Local 1021

**Signature:** *Suzanne Philis*  
Suzanne Philis (Dec 21, 2021 19:28 PST)  
**Email:** [suzanne.philis@hayward-ca.gov](mailto:suzanne.philis@hayward-ca.gov)

**Signature:** *Robert Mitchell, Sr.*  
Robert Mitchell, Sr. (Dec 21, 2021 19:44 PST)  
**Email:** [robert.mitchellsr@hayward-ca.gov](mailto:robert.mitchellsr@hayward-ca.gov)

**Signature:** *Saad Muhammad*  
Saad Muhammad (Dec 21, 2021 19:47 PST)  
**Email:** [saad.muhammad@seiu1021.org](mailto:saad.muhammad@seiu1021.org)

**Signature:** *Blake Huntsman*  
Blake Huntsman (Dec 21, 2021 20:02 PST)  
**Email:** [blake.huntsman@seiu1021.org](mailto:blake.huntsman@seiu1021.org)

**Signature:** *Burke A. Dunphy*  
Burke A. Dunphy (Dec 21, 2021 23:08 EST)  
**Email:** [bdunphy@sloansakai.com](mailto:bdunphy@sloansakai.com)

**Signature:** *Jana Sangy*  
Jana Sangy (Dec 21, 2021 20:16 PST)  
**Email:** [Jana.Sangy@hayward-ca.gov](mailto:Jana.Sangy@hayward-ca.gov)