

# **Memorandum of Understanding**

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*between*

***CITY OF HAYWARD***

*and*

***HAYWARD POLICE OFFICERS' ASSOCIATION***

**July 1, 2001 through June 30, 2004**



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## SUMMARY OF PROVISIONS

This summarizes the provisions changed in the Memorandum of Understanding with Hayward Police Officers' Association, covering the period July 1, 2001 through June 30, 2004.

### 1. Salaries

June 18, 2001

4.5% of annual salary for FY 00-01 "cash" payment

July 1, 2002

4% salary range increase

June 30, 2003

salary range increase based on survey formula, using top FOUR agencies among 10 city-sample

### 2. Retirement:

July 1, 2001

3% @ 50 formula implemented

### 3. Retiree medical contribution

January 1, 2003

City contribution increased to \$249.18 per month

January 1, 2004

City contribution increased to \$261.64 per month, or Kaiser North single party rate, whichever is greater.

### 4. Vacation accrual

Effective July 1, 2001, during and after calendar year when employee completes 20 years of continuous, full time service: 7.7 hours per pay period.



**Memorandum of Understanding**

**Between**

**City of Hayward**

**and**

**Hayward Police Officers' Association**

On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and authorized representatives of the Hayward Police Officers' Association, herein called the "Association" made and entered into this Memorandum of Understanding. It is understood and agreed that this Memorandum of Understanding supersedes and replaces that Memorandum of Understanding made and entered into July 1, 1998, by and between the City of Hayward and the Hayward Police Officers' Association.

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

**1.00 RECOGNITION**

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

Detective

Police Lieutenant

Police Officer

Police Sergeant

**2.00 PROBATIONARY PERIOD**

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**2.01 Appointments Subject to Probationary Period**

All appointments to positions in the representation unit shall be subject to a probationary period. The regular period of probation shall be two years for the classification of Police Officer and one year for all other classifications in the unit. Extension of probationary periods up to a maximum of six months may be approved by the City Manager in individual cases.

An employee promoted to a higher position who, at the time of promotion is serving in such position in an acting or provisional status, may have all or a portion of the time continuously served in acting or provisional status credited towards satisfaction of the probationary period for the position. Credit allowed for this purpose, if any, shall be at the sole discretion of the Chief of Police, and shall not affect the employee's effective date of regular status in the promoted position as provided in Section 2.04 of this Memorandum of Understanding.

## **2.02 Release of Probationer**

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

## **2.03 Release Following Promotion**

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

## **2.04 Effective Date of Regular Status**

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

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

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

## **2.05 Compensation and Benefits Upon Reinstatement**

Employees reinstated pursuant to the provisions of the City of Hayward Personnel Rules shall be re-employed in regular status and shall not be required to serve a probationary period. Reinstatement shall not entitle the employee to resume special assignments or positions held at the time of resignation. The effective date of employment with the city and in the classification shall be the date of reinstatement. The names of employees so reinstated shall not be restored to unexpired eligible registers for promotions. Participation in all other

benefit programs and programs providing special compensation and/or allowances shall be the same as for new employees.

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

Reinstated employees shall be allowed immediate participation in the police education incentive program providing they meet all other conditions of Departmental Procedure 3-304 but shall not be allowed credit for any prior service with the City of Hayward in satisfaction of the ten (10) year longevity requirement contained in Section IV(c)(6) of said rule.

### **3.00 LAYOFFS AND RESIGNATIONS**

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#### **3.01 Layoffs**

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

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

#### **3.02 Resignations**

Any employee wishing to leave the employ of the City in good standing shall file with the department head at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Personnel Director with a statement by the department head as to the resigned employee's service performance. Failure of the employee to submit a written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment by the City.

## **4.00 WORK SCHEDULES - OVERTIME**

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### **4.01 Workweek**

Employees shall be on duty for forty (40) hours during each seven-day work period.

### **4.02 Hours of Work**

The work shift for employees shall be (8) eight hours except for employees assigned to the Patrol Bureau whose work shift shall be as follows:

All employees assigned to the Patrol Bureau shall work four consecutive (10) hour days except:

1. Lieutenants assigned to the position of Area Commander may work eight or ten hour work shifts at the discretion of the Chief of Police.
2. Employees assigned to the Crime Prevention function may work eight or ten hour work shifts at the discretion of the Chief of Police.
3. Employees restricted to light duty may be assigned to (8) hour work shifts.

Basic patrol shifts and the number of positions assigned to each shift and squad shall be set by the Chief of Police.

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

The Chief of Police reserves the right to designate a number of positions on each shift for assignment of officers on probation and those with the least seniority. In no event shall that number be greater than 25% of the solo patrol officers assigned to the normal patrol function. Within this group, officers on probation may be subject to assignment/reassignment of their shift, days off and work area when it is determined by management that exposure to varying shifts and areas is necessary to their overall development. In such cases, at least 30 days notice shall be given to such officer who is so assigned or reassigned.

On each shift the officers shall be allowed to bid by seniority for each position until the number of positions remaining equals the number of positions to be assigned for that shift. Officers falling within the bottom 25% in seniority designated to be assigned shall then be placed on the schedule in the remaining positions.

It is the intent of the Department that officers remain assigned to a beat or specific area for the term of a bid. Except for changes occurring through normal rotation and/or subject to the bid process noted above, an officer's shift and days off, except for the probationary officers referred to hereinabove, shall not be changed except as follows:

When staffing shortages or other needs of the department require a change in shift and/or days off, such change shall be accomplished by the use of volunteer

officers. In the event there are no volunteers to accomplish the assignment change, the change shall be accomplished by use of inverse seniority. Seniority shall be considered, along with overall staffing, job skills, and other organizational needs in selecting the officer whose shift, days off or area of assignment will be changed. In such cases, at least 30 days notice shall be given to such officer who is so reassigned.

One half of the positions available for bid shall include either Friday/Saturday/Sunday, or Saturday/Sunday/Monday off unless otherwise modified during the terms of this Agreement by negotiations between the Association, the Department and the City. In the event of any such modifications, such modifications shall be embodied in a Side Letter of Agreement attached to this Memorandum of Understanding.

The scheduling of patrol officers, sergeants, and lieutenants, hereinafter referred to as officers, shall provide that, on each shift, 1/2 of the officers shall have weekends off and 1/2 of the officers shall have midweeks off with the days off sequence alternating every three months as follows:

Day Shift

Tuesday, Wednesday, and Thursday off

Friday, Saturday, and Sunday off

Overlap Shift

Wednesday, Thursday, and Friday off

Saturday, Sunday, and Monday off

Swing Shift

Tuesday, Wednesday, and Thursday off

Saturday, Sunday, and Monday off

Midnight Shift

Monday, Tuesday, and Wednesday off

Friday, Saturday, and Sunday off

Officers eligible to bid shall bid for their shifts for a period not inconsistent with the provisions of this Memorandum of Understanding, and for their preferred days off in increments of six month periods.

### **4.03 Overtime**

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

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

- A. For employees on a 4-10 work schedule, after ten hours of work have been performed on an employee's regularly scheduled work shift, all additional hours worked shall be classed as overtime. For employees on a 5-8 work

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

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

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

#### **4.04 Overtime Compensation**

Employees shall be compensated at an overtime rate of one and one-half (1½) times the employee's regular straight time hourly rate in effect at the time the overtime is worked. An employee, within his or her sole discretion, may accrue not more than one hundred sixty (160) hours of compensatory time off in lieu of overtime pay. Accrued compensatory time shall be used when requested by the employee and approved by the department head or when scheduled by the department, provided 24 hours notice is given to the employee concerned or shall be paid for in cash at the time of separation.

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

All overtime shall be compensated to the nearest fifteen (15) minute interval. Compensation shall commence upon arrival of the employee at the assigned duty station. In the event of a call-back situation as defined in Section 4.03 A, overtime compensation shall commence upon the employee's personal receipt of notification to return to work. In no event shall more than thirty (30) minutes overtime compensation be paid from time of notification to the time the employee reports to work.

Under no circumstances shall overtime compensation exceed one and one-half (1½) times the employee's regular rate of pay as provided in paragraph 1 above. In the event two (2) or more authorized overtime assignments overlap and the job duties for each assignment are compensable at different hourly rates, the highest hourly rate shall apply to all overlapping hours.

## 4.05 Court Appearance Time

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

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

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

No more than two guaranteed minimums shall be paid in any one day. In the event two or more court appearance times are contiguous or overlap, only one minimum guarantee shall apply. Should an actual appearance be required on a case, and the employee is not released in sufficient time to appear for subsequently scheduled cases, the subsequent cases shall not be subject to the minimum guarantee. Guaranteed minimums shall apply only one time per case per day unless a subpoena is issued for the same case at the behest of another criminal justice authority for a different time of day, and provided that it is neither contiguous to or overlaps the compensable time period of the first subpoena.

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

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

#### **4.06 Attendance Records**

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

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

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

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#### **5.01 Representatives**

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

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

Employee representatives shall not leave the duty or work station or assignment without specific approval of the department head.

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

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

### **6.00 BENEFIT PLANS**

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#### **6.01 Medical Insurance**

The City shall continue to contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.

The City shall contribute up to \$237.31 per month for each active employee, each eligible retired employee or the eligible survivor of a retired employee who subscribes for coverage. Effective January 1, 2003, this contribution shall be increased to \$249.18 per month, effective January 1, 2004, this contribution shall be increased to \$261.64 or the Kaiser North single-party rate, whichever is greater.

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

## **6.02 Dental Plan**

The City shall purchase dental insurance coverage for full time employees, other than temporary and provisional employees, and their eligible dependents. The City's contribution towards the purchase of insurance offered by Delta Dental or a successor plan shall not exceed \$88.16 per employee per month, and the City contribution towards purchase of insurance offered by MIDA or a successor plan shall not exceed \$42.69 per employee per month except as provided below.

Benefits under the Delta Dental Plan shall include the following: 100 percent payment of diagnostic and preventative services; 80 percent payment for other basic services, and crowns and cast restorations; 70 percent payment for prosthodontics; 50 percent payment for orthodontics (adults and children). Deductibles each calendar year shall be \$25 per person with a maximum of \$75 per family. Maximum benefit payments shall be \$2000 per year for each patient except for orthodontics which shall carry a \$2,000 lifetime maximum benefit per patient.

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

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

## **6.03 Federal or State Health Plan**

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

If, as a result of such a law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under Sections 6.01, 6.02, 6.04 and 6.06 the City shall, to the extent practicable, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as

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

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

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

## **6.04 Flexible Benefits Plan**

The City shall maintain a Flexible Benefits Account for each full-time employee in regular or probationary status who is enrolled in one of the PERS medical insurance plans offered by the City. The City shall make monthly payments to each employee's Flexible Benefit Account in accordance with the following schedule:

Employee Only	\$ None
Employee & One Dependent	\$ 34.00
Employee & Two + Dependents	\$ 99.00

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the PERS medical insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.

In the event the above listed amounts plus the City payment towards medical insurance premiums specified in Section 6.01 of this Memorandum of Understanding are insufficient to pay 100% of the premiums required of employees enrolled in a Public Employees' Retirement System (PERS) medical insurance plan, the City shall make such supplemental payment as may be required to avoid any premium payments from employees in excess of the total of employees' Flexible Benefit Account and the City payment for medical insurance specified in Section 6.01. Such supplemental payments shall be paid for the remaining term of the Memorandum of Understanding only.

The moneys in an employee's Flexible Benefits Account shall be used for one or more of the following purposes only: (a) payment of premium charges for the PERS medical insurance program in which the employee is enrolled, (b) payment of premiums for the purchase of group term life insurance and/or long term disability insurance, (c) payments on the employee's behalf to the City of Hayward Deferred Compensation Program. For employees who elect to purchase life insurance or long term disability insurance, the City shall forward a lump sum each month to the Secretary of the Hayward Police Association for the payment of premiums.

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

Each employee shall notify the Director of Finance in writing during the PERS open enrollment period each year as to how the moneys in his or her Flexible Benefits Account are to be expended during the ensuing twelve month period. Thereafter, no changes to designations so made shall be allowed until the open enrollment period of the following year except for bona fide hardship conditions which shall be reviewed and determined by a committee consisting of the Director of Finance and the Personnel Director (or their designees), and two persons designated by the Association who are members of the representation unit. A simple majority vote of the committee shall be required in order for a change in flexible benefit designation to occur, and the deliberations and actions of the committee shall not be subject to the grievance procedure in this Memorandum of Understanding.

Each employee shall be responsible for providing immediate written notification to the Personnel Director of any change to the number of his or her dependents which affects the amount of the City's payment to the Flexible Benefits Account and/or direct payments made by the City for the payment of medical insurance premiums. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to which entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his or her Flexible Benefits Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Director. No retroactive increases to the City's payments shall be allowed.

## **6.05 Alternate Benefits**

Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Section 6.01 of this Memorandum of Understanding.

- A. Eligibility. Eligibility for receipt of alternative benefits is restricted to those employees for whom no City contribution is made towards premiums for group medical insurance.
- B. City Contribution. The City shall contribute \$75 per month for alternate benefits for those employees who would otherwise be eligible for "single-party" coverage under any one of the group medical insurance plans currently in effect, and \$125 per month for employees otherwise eligible for "two-party" coverage or greater because of dependents who would also be eligible for coverage under said plans. For the purpose of this Section eligible dependents are defined as: an eligible dependent as defined by the PERS medical plan.

- C. **Available Benefits.** Contributions made by the City may be applied by the employee to one or both of the following options:
1. Purchase of past service credit with the Public Employees' Retirement System (PERS). The monthly amount of such contribution shall not exceed the monthly amount of benefit to which the employee is entitled by reason of participation in this program.
  2. Contribution to the Deferred Compensation Plan currently in effect for City employees. The amount contributed must be uniform in each pay period and shall not exceed in any one month the monthly amount of benefit to which the employee is entitled by reason of participation in this program.

D. **Enrollment Procedures.**

1. **Initial Enrollment.** Employees must apply to the Personnel Director and specify (i) the number of dependents who would otherwise be eligible (as defined in Paragraph B above) to be covered under a City medical insurance plan and, (ii) the alternative benefit(s), to be selected and the amount of available City contribution to be applied thereto.

The effective date of participation shall be the first day of the first payroll period which occurs after thirty (30) days from the date application is received in the Personnel Department.

2. **Changes in Enrollment.** Employees may elect to withdraw and resume medical insurance coverage available from the City, or request modification of their original selection of alternative benefit(s), provided that the change is the result of a family status change.

In addition to the foregoing, changes in enrollment status will be allowed as required upon a change in the number of an employee's dependents, provided such change has an effect upon his or her participation in the program. An employee who experiences an increase in eligible dependents, and who is already enrolled in the program, may apply for a corresponding increase in benefit amounts contributed by the City. An employee who experiences a decrease in eligible dependents shall be required to report same to the Personnel Department, and a corresponding reduction in benefit amounts contributed by the City shall be made after consultation with the employee. All such adjustments in benefit amounts shall take effect on the first day of the payroll period next occurring after thirty days from the time a change in dependent status is reported by the employee.

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

## 6.06 Vision Care

The City shall purchase vision care insurance for employees and their eligible dependents. The plan shall require a \$10.00 deductible, and shall provide for an eye examination and lenses once per year and frames once every two years.

The City's contribution towards the purchase of this insurance shall not exceed \$15.60 per employee per month except as provided below. In the event the premium rate charged by the vision care insurance carrier is increased such that it exceeds the maximum contribution amount listed above, the City shall pay the additional amount on behalf of employees for the remaining term of this Memorandum of Understanding only.

The City reserves the right to provide vision care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees, or through a program of self insurance. In the event the City exercises this option the alternate coverage shall be substantially equivalent to the coverage in effect on July 1, 2001.

**6.07 Retirement Plan**

Effective July 1, 2001, the City shall amend its contract with the PERS to reflect a change from the 2% @ 50 retirement benefit formula, to the 3% @ 50 retirement benefit formula.

**7.00 SALARY ADMINISTRATION**

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**7.01 Salary Administration Policy**

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

**7.02 Salary at Time of Employment**

The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum, and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually well qualified.

**7.03 Eligibility for Advancement in Pay**

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

Step	Time-in-Step
A	6 months
B	6 months
C	1 year
D	1 1/2 years
E	--

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing his or her duties, employee may be advanced prior to completion of the above time-in-step requirements. When a pay range consists of less than five steps the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first five days of the period, otherwise time shall begin on the first day of the next payroll period. Advancement in pay, when approved, shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from the accumulated time-in-step.

#### **7.04 Attaining Advancement**

An employee must demonstrate that advancement is merited on the basis of job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position. The Department Head shall be notified by the Personnel Director of an employee's approaching eligibility for step advancements.

#### **7.05 Use of Performance Ratings in Determining Whether Step Advancement is Merited**

Performance ratings shall guide supervisors and department heads in determining whether step advancements have been earned and should be recommended to the City Manager.

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

The Department Head has the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. The Department Head shall keep employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. The Department Head shall notify the employee as to the reasons for withholding step advancements.

The City and the Association agree that in this Section and in Sections 7.04 and 7.05, merited shall mean being worthy of or deserving of a step increase by exhibiting competent performance.

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

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, or they would be eligible for step advancement shortly in their previous position, they may receive the next step in the salary range of the new position which is close to a 5% increase in pay. The City and the Association agree that "close to 5%" shall be interpreted as at least 5% but in no

case shall be greater than the fifth step of the salary range for the classification to which promoted. When no advancement in salary is granted on promotion, employees may be allowed to carry forward time-in-step accumulation. Employees promoted to a higher position who, at the time of promotion are serving in such position in an acting or provisional status, shall be entitled to have all time continuously served credited towards time-in-step requirements. In no event shall an employee receive a rate of pay in excess of the maximum rate of the classification to which promoted.

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

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

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

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

When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while employee continues to occupy the position. If employee's current rate is below the maximum step of the new range employee shall continue at the present salary and carry forward time-in-step accumulation. If the current rate exceeds the maximum step of the new range, employee's salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

### **7.10 Pay for Employees in an "Acting" Capacity**

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

An employee who is receiving acting pay by reason of assignment to a position in the Management Unit or Police Management Unit shall not be entitled to receive overtime compensation during such period of assignment for overtime work involving the performance of duties associated with the acting position. If such

employee is required to perform overtime work in the performance of duties related to the regular position, employee shall be entitled to receive overtime compensation based on the rate of pay for his or her regular position for time spent performing such duties.

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

### **7.11 Special Assignment Positions**

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager and the Personnel Board. Special assignment positions so established will be reviewed annually by the Personnel Board. Selection of employees to said positions and removal therefrom shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increment not to exceed 5% of his or her present salary.

### **7.12 Additional Compensation for Field Training Officers**

An employee assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of two and one-half percent (2 1/2%) above the employee's current salary step for the duration of his or her assignment as an FTO. Selection of employees for FTO assignments, evaluation of employees' performance of FTO duties, and removal of employees from FTO assignments shall be at the sole discretion of the Chief of Police. As an exception to the foregoing, employees who are removed from an FTO assignment by reason of disciplinary action imposed because of misconduct shall be entitled to appeal such removal as provided in Section 13.00 of this Memorandum of Understanding.

### **7.13 Bi-Lingual Pay**

Employees who are required in the performance of their duties to converse with the public in a language other than English, and who have demonstrated their competency in a second language to the satisfaction of the Chief of Police or his/her designee, shall receive bi-lingual pay in the amount of \$30 per pay period.

### **7.14 Canine Handler Incentive and On-Duty Time**

All current and future Hayward Police Officers serving in the special assignment of Canine Handler shall receive 2.5% pay incentive based on their current rate of

pay. The incentive will commence when the officer is selected to the assignment and is assigned a police canine. The incentive will continue during the length of time the officer is assigned to the Canine Unit and will terminate when the officer leaves the unit and is no longer responsible for the maintenance of a city owned police canine. The 2.5% incentive pay will not apply to police canines that have been retired from service and sold to handlers as city surplus.

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

## **8.00 SALARIES**

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

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

Public Employees' Retirement System (PERS) members shall be responsible for payment of the nine percent (9%) employee retirement contribution to PERS for any and all earnings subject to payment of an employee retirement contribution.

The City shall implement Section 414(h)(2) of the Internal Revenue Code and shall designate the employee contribution to PERS as an "Employer Pickup" as defined under the provisions of that code.

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

## 9.00 HOLIDAYS AND HOLIDAY PAY

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### 9.01 Holidays

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

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

### 9.02 Payment for Holidays Worked

All work performed on a holiday shall be compensated for by equivalent time off at a later date except as provided below.

Employees shall be compensated with holiday pay in the pay period in which the designated holiday occurs as follows: Employees assigned to a 5/8 shift schedule shall be entitled to 8 hours holiday pay. Employees assigned to a 4/10 shift schedule shall be entitled to 10 hours holiday pay. Compensation shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status when a designated holiday occurs, that employee shall receive holiday pay on that day in lieu of the paid leave which would otherwise apply.

## 10.00 VACATIONS

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### 10.01 Use of Vacation Leave

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

### 10.02 Vacation Accrual

Full time vacation accrual schedule:

<b>Years of Service</b>	<b>Per 80 Hr. Period</b>	<b>Hourly Equivalent</b>	<b>Annual</b>
0 to end of 4 yrs.	3.08 hrs.	.0385 hrs.	80 hrs.
5 to end of 9 yrs.	4.62 hrs.	.0578 hrs.	120 hrs.
10 to end of 19 yrs.	6.16 hrs.	.077 hrs.	160 hrs.
20 yrs.& more	7.70 hrs.	.0963 hrs.	200 hrs.

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

Vacation leave shall continue to be earned during other authorized leaves with pay. When a holiday falls during an employee's absence on vacation leave, it shall not be deducted from employee's accrued leave. Leave time earned but unused at date of termination shall be added to final pay.

No employee shall be allowed to maintain a balance of unused vacation leave in excess of twice his or her yearly allowance. Exceptions may be permitted on approval of the Department Head and the City Manager. In the event the City is unable to schedule an employee for vacation, and as a result the employee accumulates a balance of vacation leave in excess of that provided herein, an exception will be granted by the City. In granting such exceptions, the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue. It shall be the responsibility of each employee to insure the full use of vacation leave credits received by scheduling the necessary time off each year.

## 11.00 SICK LEAVE

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### 11.01 Sick Leave Policy

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

employee's supervisor and approved by the City Manager or a designated representative.

In addition to the foregoing, use of family sick leave may be authorized up to a maximum of six (6) days (48 hours) in the event of serious illness or medical condition necessitating the employee to care for a parent of the employee not living in the employee's home. For purposes of sick leave used to care for a parent not living in the employee's home, a doctor's certification may be required by the Department Head.

## **11.02 Sick Leave Allowance**

All full-time employees other than temporary and provisional employees shall accrue sick leave at the rate 3.7 hours per payroll period. Employees shall earn sick leave credits in accordance with the foregoing schedule from their initial date of employment and shall be entitled to the use of sick leave upon completion of three (3) months of continuous, full-time satisfactory employment. There shall be no limit upon the number of hours of unused sick leave which may be accumulated by an employee

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

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

In order to receive compensation while absent on sick leave, employees or someone in their behalf, shall notify the immediate supervisor prior to the time set for reporting to work. Department heads may waive this requirement upon presentation of a reasonable excuse by the employee. Employees shall file a personal affidavit or physician's certificate with their department head for forwarding to the Personnel Director, stating cause of absence. After five (5) working days' absence, the appointing authority may require a physician's certificate.

If employees become ill while on vacation, periods of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In instances where there exists a reasonable suspicion of abuse of sick leave, employees may be directed to file a physician's statement for each illness, regardless of duration, and may also be required to take an examination by a physician designated by the City and to authorize consultation with their own physician concerning their illness. Such employees may also be required to notify their immediate supervisor of their location during absences from the Department. Failure to comply with these requirements may result in disciplinary action. Sick leave shall not be granted for absences caused by intoxication, excessive use of alcoholic beverages or substance abuse. As an exception to the foregoing, sick leave may be authorized for the treatment of alcoholism or substance abuse when such conditions are diagnosed by competent medical authority.

### **11.04 Sick Leave Records**

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

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

Employees shall whenever possible make appointments for medical, dental, and similar purposes on Saturday or other non-work days. If this is not possible, sick leave may be used for these purposes for a minimum period of one hour and should not exceed four hours except in unusual circumstances.

### **11.06 Pregnancy and Childbirth**

Employees shall be entitled to use sick leave when actually disabled for the performance of work by reason of pregnancy, childbirth or related medical condition.

Female employees experiencing normal pregnancy, childbirth or related medical condition can be considered temporarily disabled for a period of six weeks. Therefore, an employee may use up to 240 hours of earned sick leave without providing physician certifications as to disability. In the event that a disability exceeds six weeks and an employee has sick leave available and wishes to use it, a physician's certificate may be required.

### **11.07 Payment for Unused Sick Leave**

Any full-time employee leaving the employment of the City in good standing after having completed twenty (20) years of continuous service, or upon retirement from the City for service or disability, or upon termination of employment by reason of death, shall receive payment for a portion of that sick leave earned but unused at the time of separation. The amount of this payment shall be equivalent to one percent (1%) of sick leave earned but unused at the time of separation times the number of whole years of continuous employment times an employee's hourly rate of pay at the time of separation.

For the purpose of this computation, an employee's hourly rate of pay shall be the employee's annual salary divided by 2080 hours.

That portion of an employee's sick leave balance for which payment is not provided shall be canceled, and shall not be restored if said employee is reinstated.

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

Upon approval of the City Manager or a designated representative, a time bank may be established for the benefit of an employee incapacitated by a

catastrophic illness or injury. Employees may donate earned vacation time on a voluntary basis to another employee subject to the conditions listed below:

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

## **12.00 MISCELLANEOUS LEAVES**

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### **12.01 Funeral Leave**

All full time employees except temporary and provisional employees shall be granted funeral leave with pay as necessary but not to exceed three (3) work days upon the occasion of the death of a close relative or a domestic partner duly registered with the Personnel Department as prescribed by Administrative Rule 1.61. When additional time is desired, employees may be allowed to take accumulated vacation leave or compensatory time due off. Close relatives are defined as mother, father, sister, brother, wife, husband, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or step parents of the employee. Additional funeral leave for travel purposes not to exceed five (5) calendar days may be granted by the City Manager when circumstances warrant the same.

Employees may use not more than one day's funeral leave for attending the funeral of a nephew, niece, uncle, or aunt. Upon request of the City the employee shall furnish proof of the relationship to the deceased.

Part-time employees who work a continuous schedule of 20 or more hours per week shall be granted funeral leave with pay as necessary on the same basis as full time employees except that they shall be compensated at the rate of one-half of the funeral leave allowances provided full time employees.

## 12.02 Jury Leave

An employee summoned to jury duty shall inform his or her supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the City.

## 12.03 Military Leave

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give their department head and the City Manager an opportunity, within the limits of military requirements to determine when such leave shall be taken.

## 12.04 Disability Leave

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

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

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

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

(B) For employees injured while performing overtime work:

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

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

Employees suffering verifiable physical injury while exercising in departmentally registered non competitive fitness activities shall be eligible for temporary disability under Labor Code 4850.

Departmental registration of fitness activities shall mean a detailed listing of activities to be engaged in by the employee which the employee has submitted for review and which the Department Head or his or her designee has signed.

In no event shall team or competitive sports events be departmentally registered nor shall an employee receive payments for temporary disability

arising out of any team or competitive sports activity nor from any fitness activities not departmentally registered.

### **12.05 Parental Leave**

A new parent may use up to 40 hours earned sick leave upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings with full intent to adopt.

### **12.06 Leave of Absence**

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

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

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

City Administrative Rule 2.45 dated 7-29-95 which establishes procedures for the requesting and granting of leaves of absence under the Family and Medical Leave Act (FMLA) and the Moore-Roberti Family Rights Act (FRA) is hereby incorporated in, and made a part of, the MOU.

## **13.00 GRIEVANCES**

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### **13.01 Definition**

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding; or appeals to disciplinary actions taken against employees who have satisfactorily completed their initial probationary period following employment in a classification in this representation unit. In those instances where an employee is afforded the opportunity for a pre-disciplinary hearing and the employee requests same, the hearing shall be scheduled no later than 45 days following receipt of the recommended disciplinary action by the deciding authority. In those instances where a pre-disciplinary hearing is held, the results shall be made known to the affected

employee no later than 45 calendar days following completion of the hearing. In the event the city fails to observe any one of the above referenced time limits, the proposed disciplinary action shall be deemed to be null and void. An extension or waiver of the time limits herein provided may be agreed to by the parties.

### **13.02 Procedure**

Grievances shall be processed in the following manner:

1. The grievance shall be presented either by the employee or by an authorized Association representative to the designated supervisor of the employee within seven (7) working days after the cause of such grievance occurs.
2. The designated supervisor shall have seven (7) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative to the department head or to such representative as he/she may designate.
3. The department head or a designated representative shall have seven (7) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative to the City Manager or to such representative as he/she may designate.
4. If the parties are unable, within seven (7) working days to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.
5. If an Adjustment Board is unable to arrive at a majority decision or the parties agree to waive the use of an Adjustment Board, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager provided such request is made within 30 days of the Adjustment Board or the waiving of the Adjustment Board or hearing. The parties shall make a good faith attempt to select an arbitrator within thirty (30) days of written notice requesting arbitration either following agreement to waive the use of an Adjustment Board, or upon the declaration of deadlock by an Adjustment Board convened to hear a grievance, provided however that if the parties are unable to agree upon an arbitrator a panel of arbitrators shall be requested from the State of California Conciliation Service. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.

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

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

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by Association and unless such dispute falls within the definition of a grievance as set forth in subsection 13.01.

### **13.04 Jurisdiction of Arbitrator**

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

### **13.05 Disciplinary Grievances**

No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the Personnel Director within seven (7) working days from the time the affected employee was notified of such action.

### **13.06 Compensation Grievances**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Personnel Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

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

- 1) The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter.
- 2) All grievances of employees in representation units represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under

paragraph (4) or (5) of subsection 13.02 above shall be taken unless it is determined that the employee is not availing himself or herself of such option.

- 3) No action under paragraph (4) or (5) of subsection 13.02 above shall be taken if action on the complaint or grievance has been taken by the Personnel Board, or if the complaint or grievance is pending before the Personnel Board.

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

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

### **14.00 NO STRIKE**

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

### **15.00 MISCELLANEOUS ALLOWANCES**

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

Hayward Departmental Order 3-304 is hereby incorporated in, and made a part of, this Memorandum of Understanding.

#### **15.02 Uniforms**

The city will provide each new employee at the time of hire two (2) pair of pants, two (2) long sleeve shirts, two (2) short sleeve shirts, and the shoulder patches for same. The city will, for all employees, replace or repair without cost to the employee any worn or damaged uniform shirt or pants which, in the judgement of the city, are no longer serviceable. For all other items of uniform purchased by the employee which are severely or irreparably damaged in the line of duty, the city will continue to reimburse employees on a pro-rated basis for replacement items.

All new and replacement items of uniform and safety equipment purchased by the city shall be the property of the city, and must be returned by the employee upon separation from employment.

### **15.03 Uniform Allowance**

An annual uniform allowance of \$440.00 shall be paid to each employee in the following manner:

1. For all eligible employees hired prior to January 1, 1970, a claim for the payment of uniform allowance shall be prepared during the month of October of each year and submitted for approval.
2. For each eligible employee hired after January 1, 1970, a claim for payment shall be submitted during the month in which the anniversary date of employment with the City occurs, and annually thereafter.
3. The foregoing procedure in 2 above shall apply to those employees who separate from employment with the City, and are subsequently reinstated or rehired.
4. In cases where items of uniform are severely or irreparably damaged in the line of duty, provision is made for direct reimbursement on a pro-rated basis for replacement items.

### **15.04 Ammunition Allowance**

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

### **15.05 Per Diem Meal Allowance**

While assigned to a training location away from the City, employees shall receive per diem payments equal to the Peace Officer Standards Training (POST) reimbursement rates.

## **16.00 SAFETY**

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### **16.01 Safety Equipment**

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

Police Identification Card	Radio & Case
Badge	Handcuffs & Case
Building Key	Holster
Handgun w/3 Magazines or	Double Magazine Pouch
Speed Loaders	Lined Equipment Belt, Baton
Flashlight	Ring, 4 Keepers, 1 Key Keeper

Batons: one long, one short	Police Regulations
Hobble	Traffic Regulations & Traffic Code
Rain Coat & Pants	Miranda Admonition Card
Cap Piece	Riot Helmet
Whistle	Tie Tack
City Map	City Pen
Vehicle Code/Quick Code	Parking Permit
Ten Code	Duty Ammunition
Health & Safety Code	Mace & Case
ABC Code	Citation Holder
Collision Report Manual	

### **16.02 Accident Reports**

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

### **16.03 Body Armor**

The City will provide each member with soft body armor meeting National Institute of Justice Standard 0101.03 and a minimum threat level protection IIIA not later than January 1, 1994 or as soon as the body armor can be delivered by the manufacturer. The body armor will be wrap-around style and have a multi-impact suspension system designed to keep the vest in place on the wearer during multiple impacts. Each new member shall be supplied with a vest meeting these specifications at the time of employment.

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

### **16.04 Employee Health and Medical Examinations**

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

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

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

## **17.00 MISCELLANEOUS PROVISIONS**

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### **17.01 Notification of Address**

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

### **17.02 Disability Retirement**

The city shall make monthly advance payments in a timely manner for disability retirement pursuant to Labor Code Sec. 4850.3 and Government Code Sec. 21293.1. Such advance payments shall continue for up to nine (9) months or until such time as the employee receives his or her initial PERS warrant, whichever occurs first. There shall be added to the advance payment issued by the city, an amount required to be paid by the provisions of this Memorandum of Understanding to the retiree for medical coverage. The city shall notify the affected employee prior to the effective date of retirement of his or her right to continue the medical coverage and to obtain the city's contribution towards same.

### **17.03 Deferral of Certain Payments Due on Retirement**

An employee who separates from service and is at the time eligible for early, normal, late, or disability retirement under the Public Employees' Retirement System (PERS) may elect, in accordance with this section, to defer receipt of any payments that would normally be made in lieu of unused leave. An election under this section must be made in accordance with the following rules:

- A. The election must be made when the employee notifies the City or PERS of the date of retirement but not less than two weeks before the employee's actual date of retirement. It may be changed or revoked, but any election in effect one year before retirement will be applied, regardless of any subsequent attempt to change or revoke it.
- B. The election applies to payments that employees would otherwise receive upon separation from service in lieu of unused sick leave, vacation leave, compensatory leave, or other leave.
- C. The employee may elect to defer all or any portion of the payments specified in subsection B above. The amount deferred may be expressed as a percentage of the total payment or as a dollar amount not to exceed the total payment.
- D. The election must specify a date on which the deferred amount is to be paid. The specified date of payment may be no later than one year after the employee's date of retirement. Only a single date of payment may be specified. The date may be expressed as a fixed date (such as "January 1, 1996") or as a date determinable by reference to the date of retirement (such as "12 months after retirement" or "January 1 following the calendar year of retirement").
- E. If an employee does not separate from service on or before the date of payment specified in subsection D above or is not eligible for retirement

under PERS at the time of separation from service, the deferral election is automatically revoked. A new election may be made only in accordance with subsection A above.

- F. No interest will be paid on amounts deferred under this section.
- G. Upon the death of a retired employee who has made a deferral election under this section but has not yet received payment, the deferred amount will be paid to the beneficiary determined under the provisions of PERS.

#### **17.04 Oral Boards & Other Assessments**

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

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

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

#### **17.05 Notification of Promotional Examinations**

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

#### **17.06 Acting Assignments**

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

1. It is anticipated that the acting assignment will be less than 45 days.
2. The Chief of Police determines that the impact of transferring an eligible employee from one assignment into an acting assignment will operationally have a detrimental effect on the organization. In those instances the Chief of Police may select the best qualified employee from within that existing unit/bureau. However, if the vacancy exceeds 120 days, the acting assignment shall be made from the current eligibility list if any employee from the list requests the assignment. Employees who accept acting assignments may be required to relinquish their special assignments.

3. In the event a current eligibility list does not exist for the classification involved, then the previous list will be used, if no one from the previous list accepts the position, the Chief of Police will select the best qualified employee until a new eligibility list can be established. At that time a selection will be made from the eligibility list.

### **17.07 Performance Rating Reports**

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

### **17.08 Vacant Positions**

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

### **17.09 Restrictions on Outside Work**

Gainful employment outside an employee's regular City position shall be considered a privilege subject to regulation and not a right. No employee shall engage in a gainful occupation outside his or her City position which is incompatible with the City employment or which is of such a nature as to interfere with satisfactory discharge of employee's regular duties. Any employee who wishes to engage in or accept such employment may do so after having first obtained written approval of the City Manager or a designated representative. Violation of this section shall be cause for disciplinary action.

### **17.10 Training**

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

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

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

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

### **17.12 Departmental Written Directives**

1. Investigation and Disposition of Complaints

Departmental Order 2-102 dated 7-17-96, Section V, Subsection C contains provisions regarding the investigation and disposition of complaints of misconduct.

Changes to the Section referred to above, are subject to the requirements of California Government Code Section 3500, et. seq. Meeting and conferring on changes to Departmental Order 2-102 shall be limited to negotiations on this issue only.

2. Minimum Staffing Guidelines

Minimum staffing levels for the patrol function will be established and set forth in Departmental Order 2-401. The numbers set forth therein are subject to change based on the staffing deployment configuration as modified from time to time.

Changes to sections IV and/or V A and C of Departmental Order 2-401 are subject to the requirements of California Government Code Section 3500, et. seq. Meeting and conferring on changes to Departmental Order 2-401 shall be limited to this issue only. No grievance relating to staffing levels shall be filed except by the Association and then only after first meeting with the Chief of Police in an attempt to resolve the issues.

### **18.00 Separability of Provisions**

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. Upon such invalidation the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal.

### **20.00 EFFECTIVE DATE**

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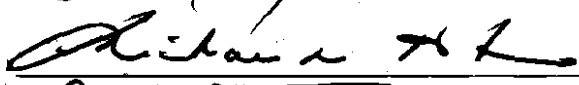
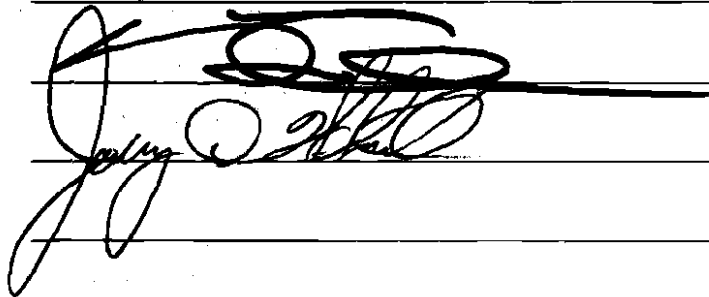
The effective date of this Memorandum of Understanding shall be July 1, 2001 and each provision shall become effective on that date except those provisions for which another effective date is specified.

**21.00 DURATION**

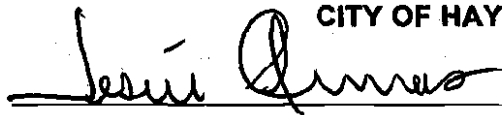
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This Memorandum of Understanding shall continue in full force and effect until 12.01 a.m. June 30, 2004 and will be renewed from year to year thereafter unless either party shall give written notice to the other of a desire to revise or terminate this Memorandum of Understanding not less than ninety (90) days nor more than one hundred twenty (120) days prior to June 30, 2004 or June 30 of any year thereafter.

**HAYWARD POLICE OFFICERS' ASSOCIATION**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF HAYWARD**

  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:   
Angelina Reyes, City Clerk

Made and entered into this 29<sup>th</sup> day of September, 2000.

**APPENDIX A**

Effective June 18, 2001, each bargaining unit employee shall receive a one-time payment equal to a 4.5% of his or her annual salary.

Effective July 1, 2001, bargaining unit salary ranges are as follows:

**Hourly Salary Ranges as of 7/1/2001**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	27.81	29.14	30.57	32.04	33.57
Detective	31.36	32.92	34.53	36.16	37.94
Police Sergeant			36.51	38.27	40.22
Police Lieutenant				44.20	46.36

**Equivalent Monthly Salary Ranges as of 7/1/2001**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	4,820	5,051	5,299	5,554	5,819
Detective	5,436	5,706	5,985	6,268	6,576
Police Sergeant			6,328	6,633	6,971
Police Lieutenant				7,661	8,036

Effective July 1, 2002, bargaining unit salary ranges shall be increased by 4%, and are as follows:

**Hourly Salary Ranges as of 7/1/2002**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	28.92	30.31	31.79	33.32	34.91
Detective	32.61	34.24	35.91	37.61	39.46
Police Sergeant			37.97	39.80	41.83
Police Lieutenant				45.97	48.21

**Equivalent Monthly Salary Ranges as of 7/1/2002**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	5,013	5,254	5,510	5,775	6,051
Detective	5,652	5,935	6,224	6,519	6,840
Police Sergeant			6,581	6,899	7,251
Police Lieutenant				7,968	8,356

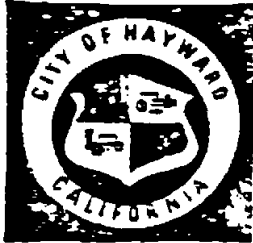
Salary ranges effective June 30, 2003, shall be determined as follows: Base salary for all classifications covered by this MOU increased by the difference between the total compensation of a Hayward Police Officer and the average of the total compensation for Police Officer of the top four agencies based on a survey of salary and benefits. The percentage increase shall be determined by (Total compensation average of top four agencies - Total compensation of Hayward Police Officer)/ Total compensation of Hayward Police Officer, rounded to the nearest .01%. Hayward may be included in the top four agencies should its total compensation so indicate.

"Total compensation" shall mean top step base monthly salary; employer-paid member PERS contributions; uniform allowance; and education incentive pay applicable to all Police Officers.

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

The survey shall be completed by May 31, 2003, and include all salaries and benefits effective on July 1, 2003, and approved by the agency's board or council. If on October 1, 2003, any of the above agencies reaches a settlement retroactive on or prior to July 1, 2003, thereby changing the average of the top four agencies, a one-time adjustment will be made to salaries to reflect that change.

SIDE LETTERS



CITY OF HAYWARD - PERSONNEL DEPARTMENT

July 25, 1984

Lloyd Myers, President  
Hayward Police Association  
300 W. Winton Avenue  
Hayward, CA 94544

Dear Mr. Myers:

1. In consideration of the revised provisions of Section 7.10 of the Memorandum of Understanding executed by the parties on July 27, 1984, this Side Letter of Agreement is provided with respect to the crediting and use of Administrative Leave for employees who are appointed to and paid for position assignments where formal overtime compensation is not permitted. In such instances the Chief of Police shall authorize, on an informal basis, the use of Administrative Leave by affected employees. The provisions of Administrative Rule 2.1 (Rev.) shall apply except that the amount of administrative leave used by employees and the amount of "uncompensated" overtime required before Administrative Leave is granted shall be pro-rated based upon the duration of the acting assignment.
2. City of Hayward Administrative Rule 2.6 shall be revised to provide that employees who have been employed as sworn police officers by the City of Hayward for ten or more continuous years and who have earned the POST Advanced Certificate shall thereafter be entitled to a total incentive payment of 7½% and the requirement for continuing work in the program shall be waived for such employees.

If the foregoing meets with your approval, please so indicate in the space provided below.

Very truly yours,

*J. F. Vilardi*  
Joseph F. Vilardi  
Personnel Director

ACCEPTED AND APPROVED FOR HAYWARD POLICE ASSOCIATION:

*Lloyd Myers*  
Lloyd Myers

*7-27-84*  
Date

22300 FOOTHILL BOULEVARD, HAYWARD 94541 • (415) 881-2345



CITY OF HAYWARD ★ POLICE DEPARTMENT

June 16, 1986

Joseph F. Vilardi  
Personnel Director  
City of Hayward  
22300 Foothill Blvd.  
Hayward, CA 94541

Subject: Detective Bureau 10-4 Work Schedule

Dear Mr. Vilardi:

The Investigation Division Detectives have requested a modification to their work schedule to permit them to work ten (10) hours per day, four (4) days per week. I am prepared to authorize such a modification under the following conditions:

1. The 10-4 work schedule shall apply only to the rank of Detective while assigned to the Investigation Division, Detective Bureau.

A Detective reassigned from the Detective Bureau to any other Division, Bureau or Special Assignment position, either on a temporary or permanent basis, shall revert to the 8-5 work schedule unless the position to which the Detective is assigned is already on the 10-4 work schedule or another work schedule is specifically authorized by the Chief of Police.

2. Any Detective on the 10-4 work schedule who is assigned to attend a school, seminar or any training course, lasting two or three days, shall revert to the 8-5 work schedule during the week(s) in which the school, seminar or training course is being attended.
3. Initially, Detectives will continue to work Monday through Friday with approximately half of them working Monday through Thursday and the remainder working Tuesday through Friday. While it is not anticipated that staffing will be a problem Tuesday through Thursday, it could be a serious concern on either Monday or Friday. Therefore, the Division Commander and/or the Chief of Police shall have the authority to require one or more Detectives to revert to the 8-5 work schedule for limited periods as the need dictates.

Every effort will be made to notify affected Detectives as soon as practical after the need to revert to the 8-5 work schedule is made apparent. It must be recognized, however, that unforeseen events may preclude advance notification. In such instances, Detectives shall be notified of a temporary change to the 8-5 work schedule as follows:

300 WEST WINTON AVENUE, HAYWARD 94544 • (415) 881-7501

Joseph F. Vilardi, Personnel Director  
Page 2

June 16, 1986

- a. Detectives working Tuesday through Friday shall be notified by the end of their regular shift on the Friday preceding the week in which they are to revert to the 8-5 work schedule.
  - b. Detectives working Monday through Thursday shall be notified by the end of their regular shift on the Monday of the week in which they are to revert to the 8-5 work schedule.
4. Days off may rotate every three months.
  5. The 10-4 work schedule shall be implemented on a six-month trial basis commencing on June 30, 1986. During this period, the Chief of Police may, at any time, revert to the 8-5 work schedule if he determines that the 10-4 plan is detrimental to the Investigation Division, the Department or to the City.  
  
The Investigation Division Commander shall be responsible for evaluating the 10-4 work schedule in the Detective Bureau during the initial trial period and shall submit a report on same to the Chief of Police no later than December 15, 1986. The Chief of Police shall determine whether or not the 10-4 plan will continue and his decision shall be final.
  6. If permitted to continue following the trial period, the 10-4 work schedule shall be implemented for periods of six months at a time covering January through June and July through December each year. If, in the opinion of the Chief of Police, it is in the best interest of the Department to revert to the 8-5 work schedule, he shall notify the affected Detectives and the Hayward Police Officers' Association at least thirty (30) days prior to the six-month interval in which the change is to take effect.
  7. Upon approval of the City Manager and acceptance by a representative of the Hayward Police Officers' Association, this document shall become a side letter of understanding to the Memorandum of Understanding currently in effect between the City and H.P.O.A.

Nothing in this letter shall be construed as management relinquishing any rights, including the right to establish shifts to be worked, days off or the reassignment of Detectives to other Divisions, Bureaus or assignments that may cause them to work the 8-5 work schedule.

A decision by the Chief of Police to revert to the 8-5 work schedule, for any reason, as outlined above shall be final and shall not be subject to the grievance procedures in the Memorandum of Understanding or the City of Hayward Personnel Rules.

  
C. C. PLUMMER  
Chief of Police

Joseph F. Vilardi, Personnel Director  
Page 3

June 16, 1986

APPROVED: *T. A. Hulbush*                      6/25/86  
City Manager                                      Date

Approved and accepted for the Hayward Police Officers' Association.

*Lloyd Myers*                                      3-2-87  
Lloyd Myers, President                      Date



CITY OF HAYWARD ★ POLICE DEPARTMENT

August 4, 1987

Steve Kirkland  
H.P.O.A. President  
300 W. Winton  
Hayward, CA 94544

RE: Personnel, Planning and Training 10-4 Work Schedule

The Personnel, Planning and Training Bureau has requested a modification in their work schedule to permit them to work ten (10) hours per day, four (4) days per week. I am prepared to authorize such a modification under the following conditions.

1. The 10-4 work schedule shall apply only to those Officers assigned to the Personnel, Planning and Training Bureau. Reassignment to another division will mean reverting to the 8-5 work schedule unless said division is also on the 10-4 work schedule or another work schedule as specifically authorized by the Chief of Police.
2. The Division Commander and/or Chief of Police shall have the authority to require one or more Police Officers to revert to the 8-5 work schedule for limited periods as the need dictates (e.g.: manpower shortages, etc.).

Every effort will be made to notify affected Police Officers as soon as practical after the need to revert to the 8-5 work schedule is made apparent. It must be recognized, however, that unforeseen events may preclude advance notification. In such instances, Police Officers shall be notified of a temporary change prior to the first day back from their days off.

3. The 10-4 work schedule shall be implemented on a six-month trial basis commencing August 10, 1987. During this period the Chief of Police may, at any time, revert to the 8-5 work schedule if he determines that the 10-4 plan is detrimental to the Administration Division, the Department, or to the City.

300 WEST WINTON AVENUE, HAYWARD 94544 • (415) 881-7501  
HEARING IMPAIRED • TTY & TDD: (415) 783-8824, (415) 783-8821

The Administration Division Commander shall be responsible for evaluating the 10-4 work schedule during the initial trial period and shall submit a report on same to the Chief of Police no later than January 31, 1988. The Chief of Police shall determine whether or not the 10-4 plan will continue and his decision shall be final.

4. If permitted to continue following the trial period, the 10-4 work schedule shall be implemented for a period of six months at a time covering January through June and July through December each year. If, in the opinion of the Chief of Police, it is in the best interest of the Department to revert to the 8-5 work schedule he shall notify the affected Police Officers and/or H.P.O.A. President at least thirty (30) days prior to the six-month interval in which the change is to take effect.
5. This agreement shall be attached as a side letter to the Memorandum of Understanding between the City of Hayward and shall be subject to all provisions therein, except as follows:
  - a. Nothing in this agreement shall be construed as management relinquishing any rights, including the right to establish shift to be worked, days off or the reassignment of Police Officers to other Divisions, Bureaus or assignments that may cause them to work the 8-5 work schedule.
  - b. A decision by the Chief of Police to revert to the 8-5 work schedule, for any reason, as outlined above, shall be final and shall not be subject to a grievance by any member or by the Police Officers.

AGREEMENT EXECUTED ON August 25, 1987.

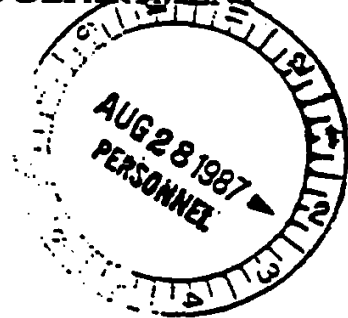
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Steve Kirkland  
H.P.O.A. President



CITY OF HAYWARD ★ POLICE DEPARTMENT

August 11, 1987



STEVE KIRKLAND  
H.P.O.A. President  
300 W. Winton Avenue  
Hayward, California 94544

RE: Patrol Division - Traffic Bureau/10-4 Work Schedule

The Traffic Bureau has requested a modification in their work schedule to permit them to work ten (10) hours per day, four (4) days per week. I am prepared to authorize such a modification under the following conditions:

1. The 10-4 work schedule shall apply only to those officers assigned to the Traffic Bureau. Reassignment to another Division will mean reverting to the 8-5 work schedule unless said Division is also on the 10-4 work schedule or another work schedule as specifically authorized by the Chief of Police.

2. The Division Commander and/or Chief of Police shall have the authority to require one or more police officers to revert to the 8-5 work schedule for limited periods as the need dictates (e.g., manpower shortages, etc.).

Every effort will be made to notify affected police officers as soon as practical after the need to revert to the 8-5 work schedule is made apparent. It must be recognized, however, that unforeseen events may preclude advance notification. In such instances, police officers shall be notified of a temporary change prior to the first day back from their days off.

3. The 10-4 work schedule shall be implemented on a six-month (6th) trial basis commencing August 31, 1987. During this period, the Chief of Police may, at any time, revert to the 8-5 work schedule if he determines that the 10-4 plan is detrimental to the Patrol Division, the Department, or to the City.

The Patrol Division Commander shall be responsible for evaluating the 10-4 work schedule during the initial trial period and shall submit a report on same to the Chief of Police no later than February 29, 1988. The Chief of Police shall determine whether or not the 10-4 plan will continue and his decision shall be final.

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HEARING IMPAIRED • TTY & TDD: (415) 783-8884, (415) 783-8881

4. If permitted to continue following the trial period, the 10-4 work schedule shall be implemented for a period of six (6) months at a time covering January through June and July through December each year. If, in the opinion of the Chief of Police, it is in the best interest of the Department to revert to the 8-5- work schedule, he shall notify the affected police officers and/or H.P.O.A. President at least thirty (30) days prior to the six-month interval in which the change is to take effect.
5. This agreement shall be attached as a side letter to the MEMORANDUM OF UNDERSTANDING between the City of Hayward and shall be subject to all provisions therein, except as follows:
  - a. Nothing in this agreement shall be construed as management relinquishing any rights, including the right to establish shift to be worked, days off or the reassignment of police officers to other Divisions, Bureaus or assignments that may cause them to work the 8-5 work schedule.
  - b. A decision by the Chief of Police to revert to the 8-5 work schedule, for any reason, as outlined above, shall be final and shall not be subject to a grievance by any member or by the police officers.

AGREEMENT EXECUTED ON: August 25, 1987.

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Steve Kirkland  
H.P.O.A. President

CITY OF HAYWARD



Police Department



April 27, 1995

Mr. Mark Nelson  
Personnel Director  
City of Hayward  
25151 Clawiter Road  
Hayward, CA 94545

Dear Mr. Nelson:

The purpose of this memo is to specifically include the Investigation Division Lieutenant and the Detective Bureau Sergeant in the provisions of the 10-4 work schedule as described in the attached side letter to the Memorandum of Understanding between the City of Hayward and the Hayward Police Officers' Association.

This adjustment is appropriate and necessary at this time to provide consistent supervision and management of existing personnel and resources.

CRAYG CALHOUN  
Acting Chief of Police

APPROVED:   
JESUS ARMAS, City Manager

DATE

Approved and accepted for the Hayward Police Officers' Association.

ROBERT HIGHBAUGH, President

7-6-95  
DATE

CITY OF HAYWARD

**INTEROFFICE MEMO**

POLICE DEPT  
MAY 16 1995  
7:39 AM '95

May 16, 1995

Mark Nelson  
Personnel Director  
City of Hayward  
25151 Clawiter  
Hayward, CA 94545

Subject: Juvenile Officer 10-4 Work Schedule

Dear Mr. Nelson:

The Youth and Family Services Bureau Juvenile Officers have requested a modification to their work schedule to permit them to work ten hours per day, four days per week. I am prepared to authorize such a modification under the following conditions:

1. The 10-4 work schedule shall apply only to the position of Juvenile Officer while assigned to the Investigation Division, Youth and Family Services Bureau.

A Juvenile Officer reassigned from the Youth and Family Services Bureau, to any other Division, Bureau, or Special Assignment position, either on a temporary or permanent basis, shall revert to the 8-5 work schedule unless the position to which the Officer is assigned is already on the 10-4 work schedule or another work schedule is specifically authorized by the Chief of Police.

2. Any Juvenile Officer on the 10-4 work schedule who is assigned to attend a school, seminar or training course, lasting two or three days, shall revert to the 8-5 work schedule during the week(s) in which the school, seminar, or training course is being attended.
3. Initially, Juvenile Officers will continue to work Monday through Friday with approximately half of them working Monday through Thursday and the remainder working Tuesday through Friday. While it is not anticipated that staffing will be a problem Tuesday through Thursday, it could be a serious concern on either Monday or Friday. Therefore, the Division Commander and/or the Chief of Police shall have the authority to require one or more Juvenile Officers to revert to the 8-5 work schedule for limited periods as the need dictates.

Every effort will be made to notify affected Juvenile Officers as soon as practical after the need to revert to the 8-5 work schedule is made apparent. It must be recognized, however, that unforeseen events may preclude advance notification. In such instances, Juvenile Officers shall be notified of a temporary change to the 8-5 work schedule as follows:


Mark Nelson, Personnel Director  
Page 2

May 16, 1995

- a. Juvenile Officers working Tuesday through Friday shall be notified by the end of their regular shift on the Friday preceding the week in which they are to revert to the 8-5 work schedule.
- b. Juvenile Officers working Monday through Thursday shall be notified by the end of their regular shift on the Monday of the week in which they are to revert to the 8-5 work schedule.
4. Days off may rotate every three months.
5. When one Juvenile Officer is on vacation, the other Juvenile Officer shall revert back to the 8-5 work schedule.
6. If, in the opinion of the Chief of Police, it is in the best interest of the Department to revert to the 8-5 work schedule, he shall notify the effected Juvenile Officers and the Hayward Police Officers' Association at least thirty (30) days prior to the date the change is to take effect.
6. Upon approval of the City Manager and acceptance by a representative of the Hayward Police Officers' Association, this document shall become a side letter of understanding to the Memorandum of Understanding currently in effect between the City and H.P.O.A.

Nothing in this letter shall be construed as management relinquishing any rights, including the right to establish shifts to be worked, days off or the reassignment of Juvenile Officers to other Divisions, Bureaus or assignments that may cause them to work the 8-5 work schedule.

A decision by the Chief of Police to revert to the 8-5 work schedule, for any reason, as outlined above, shall be final and shall not be subject to the grievance procedures in the Memorandum of Understanding or the City of Hayward Personnel Rules.

  
Craig Calhoun  
Chief of Police



# HAYWARD POLICE DEPARTMENT

## DEPARTMENTAL PROCEDURE NUMBER 3-304

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- I. **SUBJECT:** POLICE EDUCATION INCENTIVE PROGRAM
- II. **PURPOSE:** The purpose of this procedure is to establish guidelines for participation in the Police Education Incentive Program.
- III. **BACKGROUND:** This program is designed so that Officers (Police Officers, Detectives, Sergeants, Lieutenants and Captains) can prepare themselves to meet the challenges presently confronting law enforcement agencies. A high degree of excellence is required by all Officers in view of the social, legislative, technical, and judicial changes that reflect the need for such a program.

The experienced officer will be better qualified to meet these challenges if he or she can improve their skills by participating in academic training and specialized training programs.

Additional compensation will be provided to those Officers who qualify.

IV. **PROCEDURE:**

A. Eligibility

1. Officers must have at least four years full time experience as a Police Officer of the Hayward Police Department at the time eligibility is established. Officers passing Police Officer probation with the Hayward Police Department and possessing at least four years full-time experience as a Police Officer with another California Police agency may also apply for admission to the program. Said applications will be approved by the City Manager or his/her designee.
2. Persons holding the following ranks will be eligible to participate: Police Officer, Detective, Sergeant, Lieutenant and Captain.
3. Eligibility periods shall be computed as follows:

**3-304**

a. Officers whose fourth anniversary falls between January 1 and June 30 shall be eligible on July 1 providing they have completed necessary program requirements during the preceding twelve months. Thereafter, re-certification, as required shall take place during the following twelve month period.

b. Officers whose fourth anniversary falls between July 1 and December 31 shall be eligible on January 1 providing they have completed necessary program requirements during the preceding twelve months. Thereafter, certification as required shall take place during the following twelve month period.

c. Officers qualifying for "permanent" compensation under the provisions of this program shall be entitled to receive such compensation effective with the first pay period following completion of the requirements therefor.

**Qualification Requirements**

1. Officers must complete a minimum of 50 hours of approved study and training during each qualification-period as defined above.

2. Approved Study and Training.

a. Officers may take courses in accredited public or private schools, colleges or universities if the courses are identified as courses that would improve their efficiency, knowledge or competency in the performance of their duties or are acceptable credits toward a college degree.

b. Enrollment in correspondence courses and educational television courses may be approved providing such courses are acceptable for credit toward a college degree by a college or university with maximum accreditation from the Western Association of Schools and Colleges. Such courses must also be consistent with the general aims and requirements of the program.

c. Three semester, four quarter or more units of approved public school, college or university work shall be equivalent to 50 hours of classroom study. Credit for special classroom study or training provided by the department or another law enforcement agency

JULY, 1996 - PAGE 2

**3-304**

may be combined with college enrollment to obtain the required 50 hours only upon approval of the Chief of Police.

e. Officers who wish to enroll in an outside school, college or university must submit, in advance of enrollment, a report to the Personnel and Training Lieutenant the name of the school, the subject, the number of credits or units, the name of the instructor, and the class schedule for approval by the Chief of Police or his/her designee. Officers who wish to appeal the decision of the Chief of Police with respect to the suitability of intended training or course work, may do so by fully stating their position in writing to the Program Review Committee, whose decision shall be final.

f. Officers attending departmental training programs, outside schools, colleges or universities will be required to complete the selected course of study with a minimum grade of "C" or its equivalent. Transcripts or other official notification from the institution shall be furnished to the Personnel and Training Lieutenant. For non-graded courses or training programs, a certificate of completion together with evidence of satisfactory attendance shall be required.

#### **Additional Compensation**

1. Officers completing the approved study or training requirements during the appropriate qualification period shall receive additional compensation of 2 1/2% above the salary step currently held. Said compensation shall be paid for a twelve month period as defined in Section's IV-A-3-a or IV-A-3-b above.

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

3. An officer who obtains a POST Intermediate Certificate shall be entitled to additional compensation of 2 1/2% above the salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the officer is eligible for and submits his/her application for the POST Intermediate Certificate and the Incentive Pay

**JULY, 1996 - PAGE 3**

3-304

Request application to the Personnel and Training Bureau.

4. An officer who obtains a POST Advanced Certificate shall be entitled to additional compensation of 5% above the salary step currently held. It shall be considered "permanent" and not subject to re-qualification requirements. The additional compensation shall be retroactive to the date the officer is eligible for and submits his/her application for the P.O.S.T. Advanced Certificate and the Incentive Pay Request application to the Personnel and Training Bureau.

5. Officers who obtain either the Intermediate or Advanced Certificate may obtain an additional 2 1/2% salary increase by continuing their work in the program as set forth in paragraph C-1 above.

6. Officers who obtain an Advanced Certificate and who have been officers for ten (10) consecutive years or more with the Hayward Police Department shall be entitled to additional "permanent" compensation of 7 1/2% above the salary step currently held without the need to continue work in the program as required in C-1 above.

7. In no event shall any Officer receive an amount in excess of 7 1/2% by reason of his or her participation in the program.

D. Program Review Committee

1. A Program Review Committee consisting of the City Manager, Chief of Police, Personnel Director, or their designated alternates and two representatives of the Hayward Police Association shall be formed to assist in the administration of the program. The Personnel and Training Lieutenant shall serve as a non-voting advisory member of the committee. The committee shall resolve questions of eligibility, hear appeals from candidates with respect to acceptability of course work or training programs and decide any other questions which may arise in the administration of the program, or the interpretation of this Departmental Procedure. A quorum of three voting members shall be required, and decisions of the committee shall be by majority vote of those in attendance. Decisions made by this committee shall be final.

E. General Instructions


1. Each course of study or training must be approved in advance by the Personnel and Training Lieutenant.

JULY, 1996 - PAGE 4

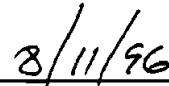
3-304

2. All time spent in qualifying for the program shall be off-duty time and shall entail no cost to the City, nor shall compensation be received from any other source.
3. No credit will be given for mandatory training programs.

BY ORDER OF:



CRAIG H. CALHOUN,  
CHIEF OF POLICE



EFFECTIVE DATE

This Procedure Replaces Administrative Rule 2.6

JULY, 1996 - PAGE 5



January 14, 1998

Ken Gross, President  
Hayward Police Officers' Association  
300 West Winton Avenue  
Hayward, California 94544

Subject: Holiday Pay

The City of Hayward ("City") and the Hayward Police Officers' Association ("HPOA") agree that, effective January 1, 1998, Section 9.02 of the Memorandum of Understanding is modified to read as follows:

Employees represented by the HPOA shall be compensated with holiday pay in the pay period in which the designated holiday occurs as follows: Employees assigned to a 5/8 shift schedule shall be entitled to 8 hours holiday pay. Employees assigned to a 4/10 shift schedule shall be entitled to 10 hours holiday pay. Compensation for employees shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status when a designated holiday occurs, that employee shall receive holiday pay on that day in lieu of the paid leave which would otherwise apply.

This agreement will remain in effect until otherwise modified by agreement of the parties. Payment for holidays for those employees assigned to the 3/12 shift schedule shall be governed in accordance with a separate agreement between the City and the HPOA dated November 17, 1997, as modified by the parties on January 14, 1998.

Dated: 1-26-98

Ken Gross  
President, HPOA

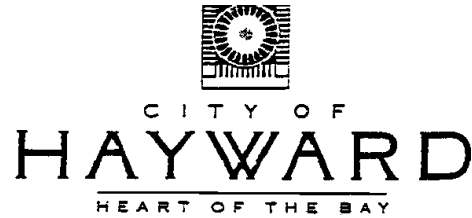
Dated: 1/26/98

Jesus Armas  
City Manager

OFFICE OF THE CITY MANAGER

777 B STREET, HAYWARD, CA 94541-5007

TEL: 510/583-4300 • FAX: 510/583-3601 • TDD: 510/583-4315



January 14, 1998

Ken Gross, President  
Hayward Police Officers' Association  
300 West Winton Avenue  
Hayward, California 94544

Subject: 3/12 Work Schedule, Patrol Division

This agreement is made between the City of Hayward and the Hayward Police Officers' Association to temporarily modify certain provisions of the existing Memorandum of Understanding between the parties to allow the trial implementation of a modified "3/12" work schedule for officers, sergeants and lieutenants assigned to the patrol squads of the Hayward Police Department.

1. **BASIC WORK SCHEDULE.** The basic work schedule for members assigned to the patrol division shall be 3 - 12.5 hour workdays per week and an additional 1 - 10.0 hour makeup workday every fourth week, so that in every four weeks members are scheduled to work 160 hours.
2. **BASIC WORK HOURS.** The basic work hours for patrol shifts shall be:  
Day shift: 0600 - 1830  
Swing shift: 1430 - 0300  
Midnight shift: 1800 - 0630
3. **BASIC WORK DAYS.** The basic work days for patrol shifts shall be:  
Day shift: A-Wednesday, Thursday, Friday  
B-Saturday, Sunday, Monday  
Swing shift: A-Sunday, Monday, Tuesday  
B-Thursday, Friday, Saturday  
Midnight shift: A-Monday, Tuesday, Wednesday  
B-Friday, Saturday, Sunday  
Relief shift: Tuesday Day shift  
Wednesday Swing shift  
Thursday Midnight shift

OFFICE OF THE CITY MANAGER  
777 B STREET, HAYWARD, CA 94541-5007  
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4. **ROTATION OF BASIC WORKDAYS.** Members assigned to the day, swing, and midnight shifts shall change workdays in the middle of each six month bid period so that those members working the A side will change to the B side and those working the B side will change to the A side. Members working the relief shift do not change workdays.
5. **MAKE-UP WORKDAYS.** *Employees assigned to this schedule shall be required to make-up nine ten-hour work days during the term of this agreement.* This makeup day may be used for training or special projects as determined by the Chief of Police. The makeup day shall be scheduled so that it coincides with the members work week, meaning that it shall immediately follow the last work day or immediately precede the first work day and it shall not be on a Saturday or Sunday. Makeup workdays shall not be scheduled on holidays. A detailed calendar shall be prepared by the Department not later than *February 1, 1998* showing the schedule of make-up days for the members assigned to each shift.
6. **COMPENSATION.** Each member shall be paid for 40 hours work at the straight time rate for each payroll week even though the member is only scheduled to work 37.5 hours. Members shall receive no additional compensation for attending the ten hour makeup days as these days are specifically designed to repay the City for the compensation advanced to the employee during the four week period. The City agrees that it is responsible for keeping accurate accountings of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of this schedule.
7. **PAYMENT FOR HOLIDAYS.** *Employees assigned to work the 3/12 work schedule will be compensated for holidays at the rate of 10 hours for each holiday. The compensation shall be paid in the pay period in which the designated holiday occurs. Compensation for employees shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status where a designated holiday occurs, the employee shall receive 10 hours of holiday pay on that day and utilize 2.5 hours of either vacation leave or compensatory time off in order to receive the normal rate of compensation he/she would otherwise be paid for that day.*
8. **ABSENCES.** Members absent from work shall have an hour-for-hour deduction made to their leave banks as appropriate for the type of leave being taken by the member. On 12.5 hour days, 12.5 hours shall be deducted. On 10 hour makeup days, 10 hours shall be deducted, unless the member makes advance arrangements to otherwise make-up the 10 hours. Approval of special arrangements for makeup workdays shall be at the discretion of the Chief of Police.

9. **OVERTIME.** All work performed in excess of regularly scheduled work hours, whether before or after a shift or on an employee's days off shall be considered overtime and shall be so compensated.
10. **MINIMUM STAFFING.** Staffing minimums shall be accomplished on a shift basis rather than by time of day. Under this schedule, the following minimums shall apply:
- |                 |                   |
|-----------------|-------------------|
| Day shift:      | 8 patrol officers |
| Swing shift:    | 7 patrol officers |
| Midnight shift: | 8 patrol officers |
11. **ASSIGNED POSITIONS.** The Chief of Police may assign officers on probation and with the least seniority to patrol squads as follows:
- |                         |            |
|-------------------------|------------|
| Day shift A squad:      | 2 officers |
| Day shift B squad:      | 2 officers |
| Swing shift A squad:    | 2 officers |
| Swing shift B squad:    | 2 officers |
| Midnight shift A squad: | 3 officers |
| Midnight shift B squad: | 3 officers |
12. **IMPLEMENTATION AND SUSPENSION.** The modified "3/12" work schedule shall be implemented on January 5, 1998 for a twelve-month trial. During this period, the Chief of Police may, at any time, suspend the trial of the modified "3/12" plan if the Chief determines that the modified "3/12" plan is detrimental to the Patrol Division, the Department or the City.
- The Chief shall provide all affected employees with not less than 45 days notice of his intent to suspend the trial implementation. Employees shall then be given sufficient opportunity to bid for shifts on the schedule called for in the Memorandum of Understanding. On the effective date of the suspension of the trial implementations all provisions of this letter shall become moot and all provisions of the Memorandum of Understanding shall remain in effect.
13. **EVALUATION.** The Patrol Division Commander shall be responsible for evaluating the modified "3/12" work schedule during this trial period and shall submit a report on same to the Chief of Police no later than November 1, 1998. The Chief of Police shall meet and confer with representatives of the Hayward Police Officers' Association prior to any decision to continue or discontinue the modified "3/12" plan.

14. **TERMINATION.** The trial implementation of the modified "3/12" plan and all agreed temporary modifications to the Memorandum of Understanding shall terminate on December 31, 1998 unless the parties hereto agree to an extension of the terms of this agreement or another negotiated agreement.

This agreement shall be attached as a side letter to the Memorandum of Understanding and shall be subject to all unmodified provision therein, except a decision of the Chief of Police, after having Met and Conferred with the Association, to suspend the trial implementation of the modified "3/12" Plan for any reason, as outlined above, shall be final and shall not be subject to grievance by any member or by the Association.

Executed on this 24<sup>th</sup> day of January, 1998.

  
\_\_\_\_\_  
Jesús Armas, City Manager

  
\_\_\_\_\_  
Kenneth G. Gross, H.P.O.A. President

**CITY OF HAYWARD**  
**Intradepartment**  
**MEMORANDUM**

DATE: September 14, 1998  
TO: Mark Nelson, Personnel Director  
FROM: Craig Calhoun, Chief of Police  
RE: 10-4 Work Schedule For School Resource Officers

Dear Mr. Nelson:

The Youth and Family Services Bureau's School Resource Officers have requested a modification to their work schedule to permit them to work ten hours per day, four days per week. The request and the method of deployment under this plan have been discussed in detail with the Superintendent of Schools and the Principals of all of the school sites receiving services from School Resource Officers, and complete support for this request has been extended by them. I am prepared to authorize such a modification, on a trial basis, under the following conditions:

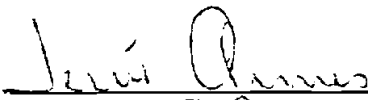
1. The 10-4 work schedule shall apply only to the position of School Resource Officer while assigned to the Investigation Division (Special Operations Division), Youth and Family Services Bureau.
2. A School Resource Officer reassigned from the Youth and Family Services Bureau to any other division, bureau, or special assignment position, either on a temporary or permanent basis, shall revert to the work schedule designated for that division, bureau, or special assignment unless another work schedule is specifically authorized by the Chief of Police.
  - A. Any School Resource Officer on the 10-4 work schedule who is assigned to attend a school, seminar, or training course, lasting two or three days, shall revert to the 8-5 work schedule during the week(s) in which the school, seminar, or training course is being attended.
3. School Resource Officers will continue to provide coverage Monday through Friday with approximately one-third of them having Mondays off, one-third having Tuesdays off, and one-third having Fridays off. All of them will be scheduled to work the remaining of days of the work week. While it is not anticipated that staffing will be a problem, the Division Commander and/or the Chief of Police shall have the authority to require one or more School Resource Officers to revert to the 8-5 work schedule for limited periods as the need dictates.
  - A. Every effort will be made to notify the affected School Resource Officer(s) as soon as practical after the need to revert to the 8-5 work schedule is made apparent. It must be recognized, however, that unforeseen events may preclude advance notification. In such instances, the School Resource Officer(s) shall be notified of a temporary change to the 8-5 work schedule no later than the end of their regular shift on the final work day of the week preceding the week in which they are to revert to the 8-5 work schedule.

*Mark Nelson, Personnel Director*

Page (1) of (2)

- B. The days-off configuration for School Resource Officers under this 10-4 plan is intended to address the specific and special needs for deployment to the schools. Therefore, any variation of days off, including split days off as designed in this plan, is limited to the position of School Resource Officer and shall not affect the configuration of days off under other deployment schedules in the police department.
- 4. The determination as to which School Resource Officer will have which days off will be accomplished by selection, based on each officer's seniority of assignment within the unit.
- 5. Scheduled vacation during the school year is very limited, however, in cases when one or more School Resource Officers will be absent for an extended period of time, the Division Commander and/or the Chief of Police shall have the authority to require one or more School Resource Officers to revert back to the 8-5 work schedule for limited periods as the need dictates.
- 6. If, in the opinion of the Chief of Police, it is in the best interest of the Department for the School Resource Officers to revert to the 8-5 work schedule, he shall notify the affected School Resource Officers and the Hayward Police Officers' Association at least thirty (30) days prior to the date the change is to take effect.
- 7. Upon approval of the City Manager and acceptance by a representative of the Hayward Police Officers' Association, this document shall become a side letter of understanding to the Memorandum of Understanding currently in effect between the City and the Hayward Police Officers' Association.
  - A. Nothing in this letter shall be construed as management relinquishing any rights, including the right to establish shifts to be worked, days off, or the reassignment of School Resource Officers to other divisions, bureaus, or assignments that may cause them to work the 8-5 schedule or the work schedule designated for that division, bureau, or special assignment.
  - B. A decision by the Chief of Police to revert to the 8-5 work schedule, for any reason, as outlined above, shall be final and shall not be subject to the grievance procedures in the Memorandum of Understanding or the City of Hayward Personnel Rules.

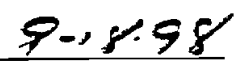
Craig H. Calhoun  
Chief of Police

APPROVED:   
City Manager

  
Date

Approved and accepted for the Hayward Police Officers' Association.

  
Ken Gross, President

  
Date

Mark Nelson, Personnel Director

Page (2) of (2)



CITY OF  
**HAYWARD**  
HEART OF THE BAY

March 13, 2000

Robert Palermini, President  
Hayward Police Officers' Association  
300 West Winton Ave.  
Hayward, California 94544

Subject: 3/12.5 Work Schedule, Patrol Division-Traffic Bureau

This agreement is made between the City of Hayward and the Hayward Police Officers' Association to modify certain provisions of the existing Memorandum of Understanding between the parties to allow the implementation of a modified "3/12" work schedule for those officers assigned to the Traffic Bureau of the Patrol Division of the Hayward Police Department.

1. **BASIC WORK SCHEDULE.** The basic work schedule for members assigned to the Patrol Divisions' Traffic Bureau shall be 3 – 12.5 hour workdays per week and an additional 10 hour makeup workday every fourth week, so that in every four weeks, members are scheduled to work 160 hours. Reassignment to another Division/Bureau shall mean reverting to the work schedule of that Division/Bureau.
2. **BASIC WORK HOURS.** The basic work hours for Traffic Bureau shifts shall be:  
Day shift: 0600 to 1830  
Swing shift: 1330 to 0200
3. **BASIC WORK DAYS.** The basic work days for Traffic Bureau shifts shall be:  
Day shift: A-Monday, Tuesday, Wednesday.  
B-Thursday, Friday, Saturday.  
Swing shift: A-Monday, Tuesday, Wednesday.  
B- Thursday, Friday, Saturday.
4. **ROTATION OF BASIC WORKDAYS.** Members assigned to the shifts shall change workdays in the middle of each six month bid period so that those members working the A side will change to the B side and those working the B side will change to the A side.

POLICE DEPARTMENT  
300 WEST WINTON AVENUE, HAYWARD, CA 94544  
TEL: 510/293-7000 • FAX: 510/293-7183 • TDD: 510/783-8884

5. **MAKE UP WORKDAYS.** Members assigned to this schedule shall be required to make up nine ten-hour work days during the term of this agreement. This make up day shall be scheduled so that it coincides with the members' work week, meaning that it shall immediately follow the last work day or immediately precede the first work day and may be on a Sunday if agreed upon by the effected traffic officers. Make up workdays shall not be scheduled on holidays. A detailed calendar shall be prepared by the Police Department not later than February 1, 2000, showing the schedule of make up days for the members assigned to each shift.
6. **COMPENSATION.** Each member shall be paid for 40 hours work at the straight time rate for each payroll week even though the member is only scheduled to work 37.5 hours. Members shall receive no additional compensation for attending the ten hour make up days as these days are specifically designed to repay the City for the compensation advanced to the employee during the four week period. The City agrees that it is responsible for keeping accurate accountings of all hours worked to ensure that employees are compensated and scheduled for make up days as necessary to carry out the objectives of this schedule.
7. ***PAYMENT FOR HOLIDAYS. Employees assigned to work the 3/12-work schedule will be compensated for holidays at the rate of 10 hours for each holiday. The compensation shall be paid in the pay period in which the designated holiday occurs. Compensation for employees shall be provided for each holiday worked and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status where a designated holiday occurs, the employee shall receive 10 hours of holiday pay on that day and utilize 2.5 hours of either vacation leave or compensatory time off in order to receive the normal rate of compensation he/she would otherwise be paid for that day.***
8. **ABSENCES.** Members absent from work shall have an hour-for-hour deduction made to their leave banks as appropriate for the type of leave being taken by the member. On 12.5 hour days, 12.5 hours shall be deducted. On 10 hour make up days, 10 hours shall be deducted, unless the member makes advance arrangements to otherwise make up the 10 hours. Approval of special arrangements for make up workdays shall be at the discretion of the Chief of Police.
9. **OVERTIME.** All work performed in excess of regularly scheduled work hours, whether before or after a shift or an employee's days off shall be considered overtime and shall be so compensated.

10. **IMPLEMENTATION AND SUSPENSION.** The modified "3/12" work schedule shall be implemented on February 1, 2000 for a eleven-month trial period. During this period, the Chief of Police may, at any time, suspend the trial of the modified "3/12" plan if the Chief determines that the modified "3/12" plan is detrimental to the Patrol Division, the Department or the City.

The Chief shall provide all affected employees with not less than 45 days notice of his intent to suspend the trial implementation. Employees shall then be given sufficient opportunity to bid for shifts on the schedule called for in the Memorandum of Understanding. On the effective date of the suspension of the trial implementations all provisions of this letter shall become moot and all provisions of the Memorandum of Understanding shall remain in effect.

11. **EVALUATION.** The Patrol Division Commander shall be responsible for evaluating the modified "3/12" work schedule during this trial period and shall submit a report on same to the Chief of Police no later than November 1, 2000. The Chief of Police shall meet and confer with representatives of the Hayward Police Officers' Association prior to any decision to continue or discontinue the modified "3/12" plan.
12. **TERMINATION.** The trial implementation of the modified "3/12" plan and all agreed temporary modifications to the Memorandum of Understanding shall terminate on December 31, 2000 unless the parties hereto agree to an extension of the terms of this agreement or another negotiated agreement.

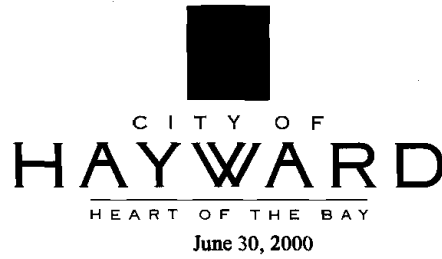
This agreement shall be attached as a side letter to the Memorandum of Understanding. It shall be subject to all unmodified provisions therein. The Chief of Police, after having met and conferred with the Association, may suspend the trial implementation of the modified "3/12" Plan for any reason, as outlined above and shall be final and shall not be subject to grievance by any member or by the Association.

AGREEMENT EXECUTED ON: March 28, 2000.

Jesús Armas  
Jesús Armas, City Manager

R. Palermi  
Robert Palermi, H.P.O.A President

ATTEST: Angela Reyes  
Angela Reyes, City Clerk



Bob Palermini, President  
Hayward Police Officers' Association  
300 West Winton Avenue  
Hayward, California 94544

Subject: Reimbursement for On Duty Equipment

This agreement is made between the City of Hayward and the Hayward Police Officers' Association to reimburse each eligible member for on duty equipment as follows:

The City agrees to provide reimbursement to each member for the purchase of on duty equipment during each of the fiscal years beginning July 1, 2000, July 1, 2001, July 1, 2002 and July 1, 2003.

This will be accomplished by the City appropriating \$37,500 in fiscal year 2000/2001 and by \$50,000 in fiscal years 2001/2002, 2002/2003 and 2003/2004 specifically for this purpose.

Between June 1 and June 15, 2000 the Hayward Police Officers' Association will notify the Chief of Police of the maximum amount of reimbursement for the purchase of on duty equipment to which each eligible member is entitled during fiscal 2000/2001. Only those members employed on June 1, 2000 shall be eligible to participate in this program in fiscal 2000/2001.

Between June 1 and June 15, 2001 the Hayward Police Officers' Association will notify the Chief of Police of the maximum amount of reimbursement for the purchase of on duty equipment to which each eligible member is entitled during fiscal 2001/2002. Only those members employed on June 1, 2001 shall be eligible to participate in this program in fiscal 2001/2002.

Between June 1 and June 15, 2002 the Hayward Police Officers' Association will notify the Chief of Police of the maximum amount of reimbursement for the purchase of on duty equipment to which each eligible member is entitled during fiscal 2002/2003. Only those members employed on June 1, 2002 shall be eligible to participate in this program in fiscal 2002/2003.


Between June 1 and June 15, 2003 the Hayward Police Officers' Association will notify the Chief of Police of the maximum amount of reimbursement for the purchase of on duty equipment to which each eligible member is entitled during fiscal 2003/2004. Only those members employed on June 1, 2003 shall be eligible to participate in this program in fiscal 2003/2004.

Any monies not disbursed under this program shall revert back to the City of Hayward. Employees who do not purchase this equipment and who do not apply for reimbursement before the end of each applicable fiscal year shall have no claim against the City.

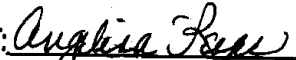
Dated: 9/26/00

  
Bob Palermini, President

Dated: Sept. 29, 2000

  
Jesus Armas, City Manager

POLICE DEPARTMENT  
300 WEST WINTON AVENUE, HAYWARD, CA 94544  
TEL: 510/293-7000 • FAX: 510/293-7183 • TDD: 510/783-8884

ATTEST:   
Angelina Reyes, City Clerk



SIDE LETTER OF AGREEMENT

City of Hayward - Hayward Police Officers' Association

The City of Hayward and the Hayward Police Officers' Association hereby agree that Appendix A of the Memorandum of Understanding between the City and the HPOA for the period July 1, 1998 to June 30, 2001, shall be implemented as follows:

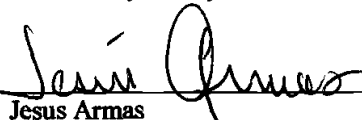
*Effective June 19, 2000, bargaining unit salary ranges shall be increased by 4%.  
Effective December 18, 2000, bargaining unit salary ranges shall be increased by 4%.  
Bargaining unit employees shall receive a one-time payment equal to 2% of annual base salary for the FY 2000/2001, on the paycheck issued July 7, 2000.*


The above salary range increase and one-time payment partially satisfies the City's obligation under Appendix A of the 1998-2001 Memorandum of Understanding, to provide a salary range increase equal to the difference between the top step total compensation for a Hayward Police Officer and the average total compensation for Police Officer of the top three agencies based on a survey of salary and benefits. The parties have reached agreement on a three-year successor Agreement to the 1998-2001 Memorandum of Understanding that includes additional salary increases, one-time payments, maintenance of benefits, retiree medical plan contribution increases, vacation leave, and implementation of the 3% @ 50 retirement benefit formula; the remainder of the City's obligation to provide a salary increase effective July 1, 2000 under Appendix A of the 1998-2001 Memorandum of Understanding is incorporated in that successor Memorandum of Understanding.

Bargaining unit salary ranges for bargaining unit classifications effective July 1, 2000, are attached.

For the City of Hayward/Date:

For Hayward Police Officers' Association:

  
Jesus Armas  
City Manager

  
Bob Palermini  
President, Hayward Police Officers'  
Association

ATTEST:   
Angelina Reyes, City Clerk

PERSONNEL DEPARTMENT  
777 B STREET, HAYWARD, CA 94541-5007  
TEL: 510/583-4500 • FAX: 510/583-3655 • TDD: 510/247-3340

**Hourly Salary Ranges as of 6/19/2000**

Classification	Salary Step				
	A	B	C	D	E
Police Officer	26.74	28.02	29.39	30.81	32.28
Detective	30.15	31.65	33.20	34.77	36.48
Police Sergeant			35.11	36.80	38.67
Police Lieutenant				42.50	44.58

**Equivalent Monthly Salary Ranges as of 6/19/2000**

Classification	Salary Step				
	A	B	C	D	E
Police Officer	4635	4857	5094	5340	5595
Detective	5226	5486	5755	6027	6323
Police Sergeant			6086	6379	6703
Police Lieutenant				7367	7727

**Hourly Salary Ranges as of 12/18/2000**

Classification	Salary Step				
	A	B	C	D	E
Police Officer	27.81	29.14	30.57	32.04	33.57
Detective	31.36	32.92	34.53	36.16	37.94
Police Sergeant			36.51	38.27	40.22
Police Lieutenant				44.20	46.36

**Equivalent Monthly Salary Ranges as of 12/18/2000**

Classification	Salary Step				
	A	B	C	D	E
Police Officer	4820	5051	5299	5554	5819
Detective	5436	5706	5985	6268	6576
Police Sergeant			6328	6633	6971
Police Lieutenant				7661	8036