



**AGREEMENT**

**Between**

**HAYWARD AREA RECREATION AND PARK DISTRICT**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021  
Recreation Leaders, Instructors and Seasonal Unit**

**Effective**

***December 16, 2015 through June 30, 2017***

# TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
INTRODUCTION.....		1
1. RECOGNITION.....		1
2. MANAGEMENT RIGHTS.....		1
3. NO DISCRIMINATION		
1. Discrimination Prohibited.....		2
2. No Discrimination on Account of Union Activity.....		2
3. No Discrimination – Harassment.....		2
4. UNION SECURITY		
1. Dues Deduction & Service Fee Payment.....		2-3
2. Distribution of Memorandum of Understanding.....		3
5. BULLETIN BOARDS, MEETINGS AND ACCESS TO EMPLOYEES		
1. Bulletin Boards.....		3-4
2. Use of District Facilities.....		4
3. Transaction of Union Business.....		4
4. Notification to Union.....		4
6. SHOP STEWARDS AND OTHER UNION REPRESENTATIVES		
1. Purpose.....		4
2. Role of Steward and Supervisor.....		4
3. Selection of Stewards.....		4-5
4. Number of Stewards.....		5
5. Duties & Responsibilities of Stewards & Other Union Representatives		5
6. Changes in Stewards or Numbers of Stewards.....		5
7. Conduct of Meetings.....		5
8. Attendance at Meetings by Employees.....		5
9. Limitations of Time Off.....		5
7. HOURS OF WORK		
1. Work Schedule and Change of Shift.....		6
2. Rest Periods.....		6
3. Meal Time.....		6
4. Cleanup Time.....		6
8. OVERTIME		
1. Regular Work Schedule Required.....		6
2. How Overtime is Authorized.....		6
3. Overtime Work Defined.....		7
4. Hourly Rate Defined.....		7

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	5. Assignment of Overtime.....	7
9.	PREMIUM CONDITION	
	1. Temporary Assignment to Higher Level Position.....	7
10.	LEAVES OF ABSENCE	
	1. Military Leave.....	7-8
	2. Leave for Jury Duty or in Answer to Subpoena.....	8
	3. Bereavement Leave.....	8
	4. Family & Medical Leave Act.....	8
	5. Education Leave.....	8
	6. Leave for Local 1021 Employment.....	8
	7. Negotiated Time Off.....	9
11.	HOLIDAYS	
	1. Holidays Defined.....	9
	2. Number of Holidays for Shift Workers.....	9
	3. Holiday Compensation.....	9
12.	VACATION LEAVE	
	1. Vacation Accrual.....	10-11
	2. Date When Vacation Credit Starts.....	11
	3. Cash Payment in Lieu of Vacation Leave.....	11
	4. When First Vacation is Due.....	11
	5. Minimum Vacation Leave.....	11
	6. Granting Vacation Leave Requests.....	11
	7. Emergency Leave.....	11
	8. Vacation Leave Schedule.....	11
	9. Golf Course Vacation Schedule.....	11
	10. Effect of Leave Without Pay on Vacation Credit.....	12
	11. Rate of Vacation Pay.....	12
	12. Vacation Reimbursement Plan.....	12
	13. Vacation Leave.....	12
13.	SICK LEAVE	
	1. Benefits.....	12
	2. Sick Leave Accrual.....	12
	3. Notification Requirement.....	12-13
	4. Doctor's Certificate or Other Proof.....	13
	5. Illness in the Immediate Family.....	13
	6. State Disability.....	13
	7. Workers' Compensation.....	13
14.	PROBATION.....	13

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
15.	INSURANCE PROGRAMS.....	14-15
16.	NOTICE OF TERMINATION.....	15
17.	GRIEVANCE PROCEDURE	
	1. Definition.....	15-16
	2. Departmental Review & Adjustment of Grievance.....	16
	3. Binding Arbitration of Grievances.....	16
	4. Informal Review.....	16-17
	5. Selection of Arbitrator.....	17
	6. Duty of Arbitrator.....	17
	7. Payment of Costs.....	17
	8. Effect of Failure of Timely Action.....	17
	9. Limitation of Stale Grievances.....	17
	10. Designation of Appeals Levels.....	17
	11. Exclusion of Non-Recognized Organizations.....	17-18
18.	CIVIL SERVICE RULES.....	18
19.	EXPENSES	
	1. Mileage.....	18
	2. Travel Expense.....	18
20.	PAYCHECK DEPOSIT.....	18
21.	SAVINGS CLAUSE.....	18
22.	SALARIES	
	1. Frequency of Payment.....	18
	2. Salary Increase.....	18-19
	3. Step Increases.....	19
	4. Step Increases for Employees Working in More than One Class.....	19
23.	EMPLOYEE CLASSIFICATION REVIEW.....	19
24.	JOB SECURITY.....	19
25.	REDUCTION IN FORCE, LAYOFF, REEMPLOYMENT, REINSTATEMENT	
	1. Changes in Work Schedules and Notice of Layoff.....	20
	2. Reemployment Rights.....	20
	3. Probationary Period Following Reemployment.....	20
	4. Continuance of Health, Dental and Life Insurance.....	20
26.	MISCELLANEOUS	
	1. Limited Duty for Disabled Employees.....	20-21
	2. Labor-Management Communication Meeting.....	21
	3. Catastrophic Leave Bank.....	21-22
	4. Uniforms .....	22

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	5. Employee Golf Privileges.....	22
	6. Total Compensation Market Survey.....	22
27.	EXISTING PROVISIONS.....	23
28.	TERM OF AGREEMENT.....	23
29.	ENACTMENT.....	23
	EXHIBIT "A" – Salary Grid	
	EXHIBIT "B" – Summary of H.A.R.D. Employee P.E.R.S. Contract	

# MEMORANDUM OF UNDERSTANDING

Between

HAYWARD AREA RECREATION AND PARK DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021  
Recreation Leaders, Instructors and Seasonal Unit

## INTRODUCTION

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

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

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

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

### Section 1. Recognition

The District recognizes the Union as the exclusive bargaining representative for all non-supervisory employees, permanent and probationary, in the following classifications listed in Exhibit A and identified as the Recreation Leaders, Instructors and Seasonal Unit.

### Section 2. Management Rights

- 2.1 Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the District has not officially abridged, delegated or modified by this Agreement are retained by the District. The Union recognizes the exclusive right of the District to establish reasonable work rules, subject to meeting and conferring when required by Government Code Section 3500 et seq.
- 2.2 District has the right to schedule overtime work as required in a manner most

- advantageous to District and consistent with the requirements of District employment and public interest.
- 2.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that the employee shall perform all such duties except that the duty must be germane to the purpose of the position.
- 2.4 The District reserves the right to discipline or discharge for cause. The District reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond control of the District or where such continuation of work would be wasteful or unproductive. The District shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 2.5 The District will manage the workload within the confines of the revenue parameters.

### Section 3. No Discrimination

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

### Section 4. Union Security

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

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

Any employee who is a member of the Union or who subsequently joins the Union, shall, as a condition of continued employment, either be required to belong to the Union, or to pay the Union a service fee as determined by the Union in accordance with applicable law.

As a part of the Union's ratification process for this MOU, employees who meet all of the following criteria, will vote and decide by a majority vote of those voting on the following proposition, that as a condition of continued employment such employees shall either be required to belong to the Union, or to pay the Union a service fee as determined by the Union in accordance with applicable law. That criterion is as follows;

- The employee will have fulfilled the employee's initial probationary period with H.A.R.D. and
- The employee has worked a total of 1040 hours (i.e., is a non-probationary employee) and
- The employee works a minimum of twenty-four hours in a pay period.

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

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

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

#### 4.2 Distribution of Memorandum of Understanding

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

### Section 5. Bulletin Boards, Meetings and Access to Employees

#### 5.1 Bulletin Boards

Reasonable space shall be allowed on a bulletin board in employee's lounge in the District Office and one in the Grounds and Maintenance (Union to provide and install) Section building at the District Corporation Yard, and the Custodial Department for use by the Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or other places. Posted material shall not be obscene, defamatory or



of a partisan political nature, nor shall it pertain to public issues which do not involve the District or its relations with District employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. The District shall promptly distribute all District job announcements to all stewards who will then post announcements on appropriate bulletin boards. Reasonable space shall be allowed for use by the Union on existing bulletin boards in District facilities that are not designated for other purposes.

5.2 Use of District Facilities

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

5.3 Transaction of Union Business

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

5.4 Notification to Union

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

Section 6. Shop Stewards and Other Union Representatives

6.1 Purpose

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

6.2 Role of Steward and Supervisor

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

6.3 Selection of Stewards

The Union shall reserve the right to designate the method of selection of the shop stewards. The Union shall notify the General Manager of the District, in writing, of the name of the stewards and the units they represent. If a change in stewards is

made, the General Manager shall be advised in writing of the steward being replaced and the steward named to take their place.

6.4 Number of Stewards

Union may designate up to four (4) shop stewards.

6.5 Duties and Responsibilities of Stewards and Other Union Representatives

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

- a. An employee may be represented by a Union Representative at any step in the grievance and/or disciplinary process. After obtaining Department Head permission, Union representatives will be permitted to leave their normal work areas during on-duty time not to exceed two (2) hours per grievance and/or disciplinary matter per week in order to assist in investigation of the facts and assist in presentation of the matter. To obtain permission to investigate a grievance and/or disciplinary matter of on-duty time, the Union Representative shall advise the appropriate Department Head(s) of their investigation of the facts and general nature of the grievance and/or disciplinary matter. The Union representative shall be permitted to discuss the grievance and/or disciplinary matter with all employees immediately concerned.
- b. If, in the judgment of the Department Head, because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the shop steward and/or other Union Representatives in order to present or investigate a grievance and/or disciplinary matter during on-duty time, such permission shall be granted by the Department Head no later than the next working day from the date the shop steward and/or other Union Representative was denied permission.

6.6 Changes in Stewards or Number of Stewards

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

6.7 Conduct of Meetings

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

6.8 Attendance at Meetings by Employees

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

6.9 Limitations of Time Off

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

Section 7. Hours of Work

7.1 Work Schedule and Change of Shift

The Head of each department and office shall prepare a schedule showing the hours each employee in his department or office is to work. Except under unforeseeable circumstances, the Head of each department and office shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees shall be given five (5) calendar days' notice of any change in shift schedule.

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

Employees will be permitted to work a regular schedule of up to 40 hours/week, if needed.

7.2 Rest Periods

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

7.3 Meal Time

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

7.4 Clean Up Time

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

Section 8. Overtime

8.1 Regular Work Schedule Required

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

8.2 How Overtime is Authorized

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

8.3 Overtime Work Defined

Overtime work shall be defined as all work performed in excess of forty (40) hours per week. Holidays and paid time off shall count toward the accumulation of the workweek. Each week begins on Sunday and ends on Saturday. All hourly employees covered by this Agreement shall be compensated at the rate of one and one-half (1 ½) times their hourly rate for all time worked in excess of forty (40) hours in a week. Compensation shall be in pay or equivalent compensatory time at the discretion of the employee.

8.4 Hourly Rate Defined

For the purpose of this section, as it relates to hourly compensation only, hourly rate shall be defined as follows: The standard month shall be 173.33 hours and the hourly rate shall be .5769% of the monthly rate.

8.5 Assignment of Overtime

The District will prepare overtime lists in seniority order. Overtime shall be offered in order of seniority.

Section 9. Premium Condition

9.1 Temporary Assignment to a Higher Level Position

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

- a. The employee shall be paid at the salary step of the higher class that is at least five percent (5%) higher than the employee's rate of pay in his/her appointed classification, but no higher than the top step of the higher level class; and
- b. While serving in the higher-level class, the employee shall continue to receive service credit in his/her appointed classification;
- c. The employee shall have his/her rate of pay in the higher level class recalculated to reflect any pay increases he/she is entitled to receive in his/her appointed classification.

Section 10. Leaves of Absence

10.1 Military Leave

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

eligibility to occupy a classification based upon length of service.

10.2 Leave for Jury Duty or In Answer to Subpoena

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

10.3 Bereavement Leave

The General Manager shall grant leave of absence with pay for non-probationary employee's scheduled shifts because of death in the immediate family of a person in the District service for a period not to exceed four (4) days. Entitlement to leave of absence under this Section shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this Section, "immediate family" means mother, stepmother, father, stepfather, stepson, stepdaughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, grandparents, and grandparents-in-law. In the event of the death of a spouse, registered domestic partner or child, also defined as immediate family, the number of leave days granted shall be five (5).

10.4 Family and Medical Leave Act

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

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

10.5 Education Leave

- a. Employees of the District who are assigned to attend training during working hours shall be granted education leave for the time required to attend such classes.
- b. The District shall reimburse its employees for tuition and other training related expenses, including textbooks, for employees attending classes at a recognized institution of learning. Such training must be directly related to the employee's work. All employees are urged to avail themselves of such training. Employees shall submit to the Department Head a leave and reimbursement form for consideration and approval prior to taking a course.

10.6 Leave for Local 1021 Employment

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

District.

10.7 Negotiated Time Off (NTO)

Non-probationary hourly employees who have been compensated at least 1,040 hours during the period of 11/16/2015 through 11/15/2016 are eligible to receive a one-time Negotiated Time Off (NTO) allotment of hours. NTO hours shall be granted on a pro-rata basis by dividing the total hours worked from November 16, 2015 to November 15, 2016 by 2,080 hours and then multiplied by 72 hours. The District reserves the right to schedule NTO leave during an employee's regularly scheduled shifts during the District closure between December 24, 2016 to January 2, 2017. Employees who are granted NTO hours must use these hours on or before December 15, 2017. NTO hours not used by this date will be forfeit.

Section 11. Holidays

11.1 Holidays Defined. Designated District holidays shall be:

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

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

Saturday and Sunday Holidays

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

Notwithstanding the above, employees scheduled to work on a holiday that falls on a Saturday or Sunday shall observe the holiday on the actual date of the holiday, instead of observing the holiday on the preceding Friday or the following Monday.

11.2 Number of Holidays for Shift Workers

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

11.3 Holiday Compensation

Any non-probationary employee assigned to work on a designated holiday shall receive compensatory time off for the same number of hours worked or may receive pay for such time worked at one and one half (1 ½) times the employees' hourly rate. This is at the employee's option. In order to be eligible for compensatory time off the employee must work the holiday as a regularly

scheduled workday. The compensatory time off shall be on a day mutually agreeable to by the employee and his/her supervisor.

An employee paid on the average of more than thirty-two (32) hours per week the previous six (6) months, will receive holiday pay for the holiday listed in this section if such holiday falls within the employee's regular workweek and the employee is not scheduled to work that day. The holiday will be paid at straight-time rate of pay for employees average daily hours worked based on the previous six (6) month period.

In the event an employee works a partial day on a paid holiday, the hours worked shall be paid at one and one-half times the employee's hourly rate and any remaining time at the straight time rate.

## Section 12. Vacation Leave

12.1 Vacation shall be accrued at the following rates for all non-PERS employees:

Non-probationary employees shall accrue at a rate of .01923 hours of vacation for each hour worked up until completion of 10,400 hours (2080 hours = 1 week)  
Between 10,401 and 27,040 hours employees shall accrue at a rate of .03846 for each hour worked. (2080 hours = 2 weeks)

Between 27,041 and 43,680 hours employees shall accrue at a rate of .05769 for each hour worked. (2080 hours = 3 weeks)

Between 43,681 and 52,000 hours employees shall accrue at a rate of .07692 for each hour worked. (2080 hours = 4 weeks)

Between 52,001 and 54,080 hours employees shall accrue at a rate of .08077 for each hour worked. (2080 hours = 4 weeks, 1 day)

Between 54,081 and 56,160 hours employees shall accrue at a rate of .08461 for each hour worked. (2080 hours = 4 weeks, 2 days)

Between 56, 161 and 58,240 hours employees shall accrue at a rate of .08846 for each hour worked. (2080 hours = 4 weeks, 3 days)

Between 58,241 and 60,320 hours employees shall accrue at a rate of .09230 for each hour worked. (2080 hours = 4 weeks, 4 days)

For 60,321 hours and above employees shall accrue at a rate of .09615 for each hour worked. (2080 hours = 5 weeks)

Vacation shall be accrued at the following rates for all PERS employees:

Non-probationary employees shall accrue at a rate of .03846 hours of vacation for each hour worked up until completion of 10,400 hours (2080 hours = 2 weeks)

Between 10,401 and 27,040 hours employees shall accrue at a rate of .05769 for each hour worked. (2080 hours = 3 weeks)

Between 27,041 and 43,680 hours employees shall accrue at a rate of .07692 for each hour worked. (2080 hours = 4 weeks)

Between 43,681 and 45,760 hours employees shall accrue at a rate of .08077 for each hour worked. (2080 hours = 4 weeks, 1 day)

Between 45,761 and 47,840 hours employees shall accrue at a rate of .08461 for each hour worked. (2080 hours = 4 weeks, 2 days)

Between 47,841 and 49,920 hours employees shall accrue at a rate of .08846 for each hour worked. (2080 hours = 4 weeks, 3 days)

Between 49,921 and 52,000 hours employees shall accrue at a rate of .09230 for each hour worked. (2080 hours = 4 weeks, 4 days)

For 52,001 and above employees shall accrue at a rate of .09615 for each hour worked. (2080 hours = 5 weeks)

12.2 Date When Vacation Credit Starts

Vacation credit shall begin when an employee is on non-probationary status.

12.3 Cash Payment in Lieu of Vacation Leave

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

12.4 When First Vacation is Due

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

12.5 Minimum Vacation Leave

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

12.6 Granting Vacation Leave Requests

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

12.7 Emergency Leave

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

12.8 Vacation Leave Schedule

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



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

12.9 Golf Course Vacation Schedule

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

12.10 Effect of Leave without Pay on Vacation Credit

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

12.11 Rate of Vacation Pay

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

12.12 Vacation Reimbursement Plan

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

12.13 Vacation Leave

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

Section 13. Sick Leave

13.1 Benefits

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

13.2 Sick Leave Accrual

Non-probationary employees shall accrue sick leave at a rate of .04615 for each hour worked.

13.3 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his or her immediate supervisor, at the beginning of his or her workday of his

or her impending absence, the nature of the absence and the anticipated date of return to work.

13.4 Doctor's Certificate or Other Proof

The employee's supervisor may, when misuse is suspected, require a physician's certificate or other proof for any period of absence for which sick leave is claimed in order to determine whether sick leave shall be granted or shall continue.

13.5 Illness in the Immediate Family

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

13.6 State Disability

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

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

13.7 Workers' Compensation

Workers' Compensation for bargaining unit employees will be in accordance with the law. Bargaining unit employees may use accrued vacation leave, sick leave and compensatory time off to supplement their pay while out on Workers' Compensation should they so desire, not to exceed 100% of their normal pay.

Section 14. Probation

Each employee shall serve a probationary period of one thousand and forty (1,040) hours from the time of initial appointment. A promotion to a higher-level position shall result in a new probationary period of 1,040 hours but with no loss of benefit accrual. An employee who separates from the District for two (2) or more consecutive pay periods shall be placed back on probationary status, approved leaves of absences excepted.

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

Section 15. Insurance Programs

GENERAL

The District, during the term of this Agreement, will provide health, dental and life

insurance benefits at the levels of coverage and contribution rates specified in the Memorandum of Understanding, provided, however, that such benefits are available through the current carriers. The District reserves the right to change carriers for these benefits.

It is recognized that premiums for these insurance programs may increase during the period of this Agreement. In that event, the District will pay the added cost of dental and life insurance plans. The District will also pay added costs of the group medical and hospitalization plan, not to exceed the cost of the least expensive plan.

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

### HEALTH CARE

For non-probationary bargaining unit employees benefits will be paid on a pro-rata basis based on the number of hours worked the previous calendar year according to the following schedule:

- Less than 1040 hours. Employee pays full cost
- 1040 hours and above. District share shall be computed by dividing the number of paid hours the previous calendar year by 2080, with the employee paying the difference

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

### LIFE INSURANCE

The District shall pay the cost of existing group life insurance program in the amount of \$40,000 for all employees enrolled in P.E.R.S.

### DENTAL INSURANCE

For non-probationary hourly employees, benefits will be paid on a pro-rata basis based on the number of hours worked the previous calendar year according to the following schedule:

- Less than 1040 hours. Employee pays full cost
- 1040 hours and above. District share shall be computed by dividing the number of paid hours the previous calendar year by 2080, with the employee paying the difference

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

### EMPLOYEE ASSISTANCE PROGRAM

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

carrier for this benefit.

#### RETIREMENT PLAN

See Exhibit B.

#### RETIREE MEDICAL COVERAGE

District shall contribute one point five percent (1.5%) of the monthly pay for all P.E.R.S. employees toward a Medical After Retirement Account (M.A.R.A.), which is currently referred to as the P.E.H.P. (Post Employment Health Plan) program.

#### Section 16. Notice of Termination

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

#### Section 17. Grievance Procedure

##### 17.1 Definition

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

##### 17.2 Departmental Review and Adjustment of Grievance

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

- a. An employee having a grievance shall have the right to consult with and be represented at all steps in the grievance process by a Union representative. An employee having a grievance shall first discuss it with his/her immediate supervisor (non-bargaining unit) and endeavor to work out a satisfactory solution.
- b. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to thereafter file a grievance in writing with his/her immediate supervisor with seven (7) working days after the date of any discussion with the immediate supervisor. Within seven (7) days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the

grievance is not resolved at this level, the employee shall have seven (7) days within which to file an appeal to his/her Department Head.

- c. A Department Head shall have seven (7) working days in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his representative and the Department Head, a hearing is required at this step, and the employee and his representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Department Head and the employee or his representative.
- d. The Union may, in its own name, file a grievance alleging that the District has failed to provide it some organizational right which is established by a resolution or ordinance of the Board of Directors, by state law, by written Departmental rules, or by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Department Head or General Manager. Such Union grievances shall be filed with the General Manager, heard, and determined, pursuant to the provisions of the grievance procedure.

17.3 Binding Arbitration of Grievances

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

17.4 Informal Review

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

17.5 Selection of Arbitrator

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

17.6 Duty of Arbitrator

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

17.7 Payment of Costs

Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and a reporter shall

be borne one-half (1/2) by the District and one-half (1/2) by the Grievant.

17.8 Effect of Failure of Timely Action

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

17.9 Limitation of Stale Grievances

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

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

17.10 Designation of Appeals Levels

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

17.11 Exclusion of Non-Recognized Organizations

For the purposes of this Section, the employee's right of selection of a representative is limited to the employee organization which represents the grievant. The Union shall be notified of all grievances filed pursuant to paragraph 3.2. In those cases, in which an employee elects to represent himself, the District shall make no settlement or award, which shall be inconsistent with the terms and conditions of the Memorandum of Agreement. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to paragraph 3 (d) of this Section for the purpose of amending such award. This section refers to items within the grievance procedure, and not those governed by Civil Service Rules.

Section 18. Civil Service Rules

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

Section 19. Expenses

19.1 Mileage

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

19.2 Travel Expense

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

Section 20. Paycheck Deposit

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

Section 21. Savings Clause

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

Section 22. Salaries

22.1 Frequency of Payment

The District will implement a system for paying hourly employees every two-weeks by January 2018.

22.2 Salary Increase:

No economic adjustments are possible in FY2016/17. No economic adjustments are possible prior to FY2016/17 due to Gift of Public Funds. There will be no increase in hourly rates during the term of this MOU, except employees who fall below the minimum wage will be increased to the new minimum. See salary grid in Exhibit "A" for hourly rates.

22.3 Step Increases

Step increases are service steps, not merit steps. Eligibility for step increases will mirror that of full-time employees except that for hourly employees they will be based on the number of paid hours as opposed to calendar months or years.

22.4 Step Increases for Employees Working in More than One Classification:

Employees who work in more than one classification and/or program shall have their hours tracked on a cumulative basis for purposes of earning service step increases. At a minimum, step increases shall be granted in the pay class for which the employee has worked the majority of their hours. Step increases in other pay classifications shall also be granted if the employee has earned at least one-fourth (25%) of their hours in that classification. Furthermore, cumulative hours in any single pay class shall entitle the employee to service step increases in that class.

Section 23. Employee Classification Review

Any employee or group of employees may submit a request for review of their job duties and/or class title to determine if they are properly classified in relation to their actual job requirements. Requests shall be made to the employee(s) supervisor who will immediately forward the request to the Business Manager for study and recommendations. Such recommendations shall be made within sixty (60) days.

Section 24. Job Security

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

agencies.

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

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

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

### 25.1 Changes in Work Schedules and Notice of Layoff

Due to the seasonal nature of the work done by many of the positions covered in this Memorandum of Understanding, periods of down time will occur when hours are reduced or even eliminated. Additionally, many positions are also on an "as needed" basis, dependent on facility utilization and program registrations. These are understood to be normal District operating procedures. Those employees whose hours of work are dependent on utilization and registration or are "as needed" will be informed of their schedules by their supervisor. These schedules may change frequently depending on program needs. Employees whose hours of work have averaged twenty (20) hours a week or more for at least six (6) months will be given at least two weeks notice of layoff.

### 25.2 Reemployment Rights

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

### 25.3 Probationary Period Upon Reemployment

There shall be no new probationary period following the employee's reinstatement from a reemployment list unless the employee was separated prior to completing the probationary period. In such cases, the employee will be required to complete the remaining portion of his/her probationary period.

### 25.4 Continuance of Health, Dental and Life Insurance

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



Section 26. Miscellaneous

26.1 Limited Duty for Disabled Employees

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

- 1) Upon presentation by an injured employee of a treating doctor's release for return to work with restrictions, the supervisor shall immediately notify the department head as well as the Business Manager.
- 2) In consultation with the Business Manager and the supervisor, the department head shall determine if the restrictions prevent the employee, even with accommodations, from performing one or more of the essential functions of the regular duties assigned the employee. If the restrictions do not prevent the performance of all essential functions, the employee will be authorized to return to work on a *level I modified duty status* (e.g. in the customary job classification), until such time that the restrictions are removed by a full doctor's release to return to work.
- 3) If the department manager determines that one or more of the essential functions cannot be performed by the employee, with or without accommodation, the Business Manager will then evaluate whether there are appropriate temporary (*level II modified duty*) assignments (e.g. assignments wherein the level of responsibilities are equal to or less than those of the regular job classification which the employee holds), available elsewhere in the District that the injured employee can perform, with or without accommodation. If a *level II modified duty* assignment is available, the injured employee will be assigned to perform these duties for a period generally not to exceed 6 weeks. This assignment, if still available, may be renewed for another consecutive 6-week period, if the employee remains ineligible to return on a *level I modified duty status* and/or still has not been given a full doctor's release to return to work. The maximum number of weeks of *level II modified duty* available to an injured employee is 12 weeks in any 12-month period of time. Injured employees will be paid their regular wages during any *level I/II modified duty* assignment.

26.2 Labor-Management Communication Meeting

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

All meetings will have a written agenda. The maximum number of Local 1021 represented employees authorized to attend the meeting will be two (2) unless both parties agree that there is a need for additional representation based on the items on the agenda.

26.3 Catastrophic Leave Bank

The District agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness

or injury. The Time Bank will allow District employees to donate time to affected employees within and outside the bargaining unit, so that he/she can remain in a paid status for a longer period of time, thus partially assisting the financial impact of the illness, injury or condition.

#### Eligibility

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

#### Benefits

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

#### Guidelines for Donating Leave Credits to The Time Bank

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

forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness or injury, any balance will remain with that employee until that employee's separation from District service.

- h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.

26.4 Uniforms

The District shall pay for the cost of staff attire and/or uniforms that are specific to the employee(s) particular job.

Employee Uniform Committee

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

26.5 Employee Golf Privileges

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

26.6 Total Compensation Market Survey

The District will conduct a Total Compensation Market survey no later than June 1, 2017 and meet and confer with the bargaining unit on the results of the survey.

Section 27. Existing Provisions

All existing provisions related to wages, salaries and working conditions not specified in the Agreement shall remain in effect during the term of this Agreement. Nothing in this agreement shall result in the loss of any wages, benefits or other terms and conditions of employment currently enjoyed by any member of the bargaining unit (as defined in Section 1).

Section 28. Term of Agreement

This Agreement covers wages and benefits beginning December 16, 2015 through June 30, 2017.

It is understood by the Union and the District that there shall be no reopening, nor further negotiations considered or additional items considered for the employees covered by this Memorandum of Agreement of the District during the life of this Agreement.

Section 29. Enactment

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

Made and entered into this **21st day of December, 2016.**

**Service Employees International  
Union, Local 1021**

**Hayward Area Recreation and  
Park District**

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

Ossee S. Desmangles  
Negotiator

**EXHIBIT "A"**  
**SALARY GRID**

<b>CURRENT RANGES</b>	<b>PAY CLASS I</b>	<b>PAY CLASS II</b>	<b>PAY CLASS III</b>	<b>PAY CLASS IV</b>	<b>PAY CLASS V</b>	<b>PAY CLASS VI</b>
Step 1		\$12.38	\$16.32	\$21.58	\$28.64	\$38.38
Step 2		\$13.01	\$17.13	\$22.66	\$30.08	\$40.30
Step 3	\$10.00	\$13.65	\$17.98	\$23.78	\$31.58	\$42.31
Step 4	\$10.46	\$14.34	\$18.88	\$24.99	\$33.16	\$44.43
Step 5	\$10.98	\$15.05	\$19.84	\$26.23	\$34.81	\$46.65
Step 6	\$11.55	\$15.80	\$20.82	\$27.55	\$36.54	

<b>EFFECTIVE 12/16/16</b>	<b>PAY CLASS I</b>	<b>PAY CLASS II</b>	<b>PAY CLASS III</b>	<b>PAY CLASS IV</b>	<b>PAY CLASS V</b>	<b>PAY CLASS VI</b>
Step 1		\$12.38	\$16.32	\$21.58	\$28.64	\$38.38
Step 2		\$13.01	\$17.13	\$22.66	\$30.08	\$40.30
Step 3		\$13.65	\$17.98	\$23.78	\$31.58	\$42.31
Step 4	\$10.50	\$14.34	\$18.88	\$24.99	\$33.16	\$44.43
Step 5	\$10.98	\$15.05	\$19.84	\$26.23	\$34.81	\$46.65
Step 6	\$11.55	\$15.80	\$20.82	\$27.55	\$36.54	

**Pay Classification I Job Titles**

Building Attendant I, Caretaker, Clerical Aide, Concession Aide, Concession Worker, Custodian, Recreation Specialist I, Sports Attendant I, Starter Pro Shop, Water Safety Aide, Water Safety Instructor

**Pay Classification II Job Titles**

Account Clerk, Building Attendant II, Caretaker (Animals), Clerical Clerk, Custodian, Draftsman, Equipment Operator, Golf Course Aide, Golf Course Caretaker, Information Systems Tech II, Maintenance & Construction Worker, Pool Maintenance, Assistant Pool Manager, Assistant Concession Manager, Recreation Specialist II, Sports Attendant II, Starter Pro Shop, Water Safety Instructor

**Pay Classification III Job Titles**

Account Clerk, Clerical Clerk, Concession Manager, Draftsperson, Equipment Mechanic, Equipment Operator, Information Systems Tech III, Maintenance & Construction Worker, Pool Maintenance, Assistant Pool Manager, Pool Manager, Recreation Specialist III, Sports Attendant III, Sports Official I, Water Safety Instructor, Golf Course Caretaker, Starter Pro Shop

**Pay Classification IV Job Titles**

Account Clerk, Draftsperson, Equipment Mechanic, Information Systems Tech IV, Maintenance & Construction Worker, Park Maintenance, Pool Manager, Recreation Specialist IV, Sports Official II

**Pay Classification V Job Titles**

Maintenance & Construction Worker, Sports Official III (game/match rate)

## EXHIBIT "B"

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

The Hayward Area Recreation and Park District has been a miscellaneous member of the Public Employees Retirement System since January 1, 1966 and is governed by H.A.R.D.'s contract with PERS. Employees in classifications listed below shall be afforded a one-time opportunity to enroll in P.E.R.S. The following are components of the District's P.E.R.S. Contract:

- A) Earnings - All earnings, exclusive of overtime, are reported to P.E.R.S.
- B) Employer Contribution - District pays the full employer contribution rate which is calculated annually.
- C) Employee Contribution - The employee pays the full 8%.  
  
For new hires employed under the 2%@62 formula, employee pays the full employee share, which is 6.25%.
- D) Sick Leave Credit - Employees with unused sick leave at retirement will receive additional service credit at the rate of 0.004 years for each day of sick leave.
- E) Continued Employment Past Age 70 - Requires District to permit able miscellaneous employees to continue in employment past age 70.
- F) One Year Final Compensation - Final compensation is calculated using the last (or highest) twelve (12) consecutive monthly pay rates.
- G) 2.5% at 55 - Benefit became effective July 1, 2002. New State law enacted in 2012 created a formula of 2%@62 for all new hires after January 1, 2013.
- H) Eligibility for Retirement - Employees are eligible for retirement when they are at least 50 years of age and have 5 years of service credit with P.E.R.S.

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

Classifications for one time P.E.R.S. enrollment;

Technical Director (Theater), Wardrobe Master (Theater), Director of Wildlife Education (Nature), Director of Animal Care (Nature), Assistant Director of Animal Care (Nature), Program Leader (Shoreline), Program Leader (Adult Sports), Cook (Seniors), Pool Manager (Aquatics), Assistant Pool Manager (Aquatics), Concession Manager (Parks), Ceramicist (Arts).