



Hayward Area Recreation and Park District

Board of Directors

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May 1, 2019

Ossee Desmangles
SEIU Business Representative

Dear Mr. Desmangles,

This Letter of Understanding will confirm the following understandings;

1. Term of the current Memorandum of Understanding with a June 30, 2020 expiration date will now have an expiration date of June 30, 2022.
2. In Fiscal Year 2021-2022 HARD will conduct a Total Compensation Market Survey in preparation for the next meet and confer. This Survey is in lieu of the February 2020 Survey.
3. Add to Section 22.2 the following language;
 - i. There will be an across the board cost of living increase of Five Percent (5.0%) effective July 1, 2019 (instead of the three percent (3.0%).
 - ii. There will be an across the board cost of living increase of Three Percent (3.0%) effective July 1, 2020.
 - iii. There will be an across the board cost of living increase of Three Percent (3.0%) effective July 1, 2021, provided that by May 31, 2021 the actual property tax revenues that HARD receives for Fiscal Year 2020-2021 are at the budgeted amounts or above. If that is not the case, the parties will Meet and Confer as to the appropriate wage to be effective July 1, 2021, with a guaranteed minimum of Two Percent (2.0%).
4. Section 28. Term of Agreement

This Agreement covers wages and benefits beginning July 1, 2017 through June 30, 2022. The parties will commence the meet and confer process for a successor Memorandum of Understanding on or about January 1, 2022. It is understood by

the Seniors and the District that there shall be no reopening, nor further negotiations considered, or additional items considered for the full-time employees covered by this Memorandum of Agreement of the District during the life of this Agreement.

5. Each bargaining unit employee will be granted in FY 20-21 four (4) paid days of leave between December 28, 2020 and December 31, 2020. If any of these days are not taken by December 31, 2020 the employee will forfeit any days not taken. There is no cash payout of any of these days in the event the employee leaves the Employer's service prior to December 31, 2020. An employee who is on a HARD-approved Medical Leave of absence or has to work on the above described days will bank any unused hours and has until June 30, 2021 to use any such unused hours.

Each bargaining unit employee will be granted in FY 21-22 three (3) paid days of leave between December 28, 2021 and December 30, 2021. If any of these days are not taken by December 31, 2021 the employee will forfeit any days not taken. There is no cash payout of any of these days in the event the employee leaves the Employer's service prior to December 31, 2021. An employee who is on a HARD-approved Medical Leave of absence or has to work on the above described days will bank any unused hours and has until June 30, 2022 to use any such unused hours.

6. Section 4.1 of the MoU is deleted and is replaced by the following language;

4.1 SEIU Local 1021 access to New Employee Orientation (NEO) sessions, (consistent with AB 119)

The District shall recognize the **designated field representatives** as the points of contact for NEO related matters. **The Union shall be responsible for updating the District of any changes to the points of contact.**

- 1) Shall provide the Union's designated representatives with a list of scheduled NEO dates as far in advance as possible.

- 2) Will provide the Union a list of new employees, who are represented by their respective bargaining unit and are scheduled to attend the upcoming NEO session. The list, which shall include each new employee's name, classification, bargaining unit (if any), location, division, and supervisor, shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case the District will provide the information as soon as possible prior to the NEO date.

Within 30 days of the date of hire of each new employee in a classification represented by the Union, the District will provide, via email, the employee's name, job title, department, work location, work, home and personal cell phone number, home address, work and personal email address on file with the District. If the District does not have the home or

If the foregoing is in accordance with your understanding, please so indicate below by dating and signing and the Letter of Understanding will be presented to the Hayward Area Recreation and Park District Board of Directors for their consideration.

Dated 5/13/2019

By Paul Jones
SEIU Local 1021

By Paul McLean
Hayward Area Recreation and Park District

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personal cell phone number or the personal email address on file, this information shall not be provided.

3) The Union shall be permitted to meet separately with newly hired employees represented by their bargaining unit and make a presentation of up to 30 minutes at the beginning of each NEO. The District will provide a space for the Union representative to meet with the new employees during this timeframe. **Under no circumstances shall the Union presentation exceed thirty (30) minutes.**

4) If for any reason the Union will not be present for a scheduled NEO presentation, **the Union shall notify the District at least 10 working days prior to the session.**

5) District and the Union agree to handle payroll deductions for Union-represented employees in accord with Government Code section 1157.12.

6) The District shall provide, via electronic format, a list of all existing bargaining unit members on record every 90 days. The list shall be provided to the Union membership department by the last Friday of the month in March, June, September and December of each year, respectively. The list shall include the following information to the extent it is in the District's possession:

1. Name
2. Classification
3. Department
4. Union Code Description
5. Work Address
6. Work, Home and Personal Cellular Telephone Numbers
7. Work and Personal Email Addresses
8. Home Address

If the District does not have the home and personal cell phone number, or the personal email-address on file, this information shall not be provided.

7) Union designee, who is limited to Union Representatives, Union Board Members, Chapter Presidents, and Shop Stewards, shall conduct the presentations covered under this agreement. In the event none of the listed designees are available for a scheduled NEO, a member may be granted release time to present. Only one employee will be granted release time to present at each NEO. **Release time request must be made by the Union no later than 12:00 p.m. three (3) business days before the scheduled NEO.**

The parties will agree to allow designees to be granted release time, including reasonable time for travel, to present at NEO.