



AGREEMENT

Between

HAYWARD AREA RECREATION AND PARK DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
Hourly Employee Unit

Effective

October 1, 2023 through September 30, 2025

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MEMORANDUM OF UNDERSTANDING

Between

HAYWARD AREA RECREATION AND PARK DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
Hourly Employee 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 employees in the Hourly Employee Unit. This unit consist of all hourly non-supervisory employees in those classifications listed in Exhibit A.

Section 2. Management Rights

- 2.1 Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the District has not officially abridged, delegated or modified by this Agreement are retained by the District. The Union recognizes the exclusive right of the District to establish reasonable work rules, subject to meeting and conferring when required by Government Code Section 3500 et seq.
- 2.2 District has the right to schedule overtime work as required in a manner most advantageous to District and consistent with the requirements of District employment and public interest.
- 2.3 It is understood by the parties that every incidental duty connected with operations

enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that the employee shall perform all such duties except that the duty must be germane to the purpose of the position.

- 2.4 The District reserves the right to discipline or discharge employees. 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 their political or religious opinions or affiliations, or because of any other characteristic protected by applicable anti-discrimination laws.
- 3.2 No Discrimination on Account of Union Activity. Neither the District nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in any 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.

The employee's earnings must be 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 the employee lounges in the District Office, 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 fax and/or email of any disciplinary termination (as opposed to a termination due to the completion of an hourly assignment) of an employee(s) covered by this Memorandum of Understanding. 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 their stewardship function does not relieve them 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 during 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. 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 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, leaving the 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 a change in the number and/or assignment of stewards will be considered during any "meet and confer" for a successor agreement.

6.7 Conduct of Meetings

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

6.8 Attendance at Meet and Confer Sessions

Up to two (2) 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 Department Head or designee of each department shall prepare a schedule showing the hours of work for each employee in that department. Except under unforeseeable circumstances, the Department Head shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees shall be given five (5) calendar days' notice of any change in shift schedule.

7.2 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. Rest periods are not to be scheduled during the first or last hour of an employee's shift. Rest periods may not be used to extend any meal period, to leave work early or to arrive at work late. No wage deduction shall be made nor time off charged to any employee taking authorized rest period, nor shall any right or overtime be accrued for rest periods not taken. There is no obligation upon the District to provide facilities for refreshments during the rest periods, or for procurement thereof.

7.3 Meal Time

The District and the Union agree that employees who are scheduled to work more than six (6) hours in a day 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 24-Hour Camps

Sections 7.2 and 7.3 do not apply to employees assigned to work at a 24-hour camp. Employees assigned to a 24-hour camp will be provided with meal and rest breaks in accordance with the camp schedule. The District will endeavor to provide 24-hour camp employees with an off-duty meal period. If operational needs prevent an employee assigned to a 24-hour camp from being able to receive an off-duty meal period, then any on-duty meal period will be considered hours worked and the employee will be compensated for the on-duty meal period.

7.5 Clean Up Time

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

Section 8. Overtime

8.1 Regular Work Schedule Required

Each Department Head or designee shall prepare a schedule designating the hours each employee in their department or office is to work pursuant to Section 7.1. Work for the District at times other than those so scheduled shall be approved in advance by the Department Head or, in cases of unanticipated emergency, shall be approved by the Department Head after such emergency work is performed.

8.2 Overtime Work Defined

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. Unless otherwise designated by the General Manager, an employee's work week will begin at 12:00 am on Saturday and end at 11:59 pm on Friday. 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.

8.3 Assignment of Overtime

The District will prepare overtime lists in seniority order by classification. Overtime shall be offered on a rotational basis starting with the highest seniority.

Section 9. Leaves of Absence

9.1 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, they shall be entitled to receive pay for up to one (1) month of mandatory military leave during any fiscal year at the rate they would have received for service to the District had the employee 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.

9.2 Leave for Jury Duty or In Answer to Subpoena

A leave of absence with pay shall be granted to hourly employees who have completed the introductory period for time spent going to and from court and serving jury duty or appearing in response to a lawfully issued subpoena. All other employees will receive unpaid time off for these purposes. 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 charges 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 their next regularly scheduled shift for all time spent while going to and from court in order to serve on jury duty or appear as a witness in response to a subpoena. 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 their next succeeding work shift.

9.3 Bereavement Leave

The Department Head shall grant a leave of absence for scheduled shifts of an employee who has completed at least 30 days of employment with the District and who needs to be absent because of death in their immediate family. Leave under his provision shall not exceed five (5) workdays. If the employee has completed the introductory period, this leave will be paid. If the employee has not completed the introductory period, this leave will be unpaid except that an employee may use any accrued sick leave or vacation to receive pay during this leave. Entitlement to leave of absence under this Section shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this Section, "immediate family" means the employee's mother, stepmother, father, stepfather, husband, wife, registered domestic partner, son, stepson, daughter, stepdaughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild, grandparent, and grandparent-in-law.

9.4 Family and Medical Leave Act

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

9.5 Training Time

Employees of the District who are assigned to attend training during working hours shall be paid for the time required to attend such classes.

Section 10. Holidays

10.1 Holidays Defined. Designated District holidays shall be:

January 1 st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4 th	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.

10.2 Saturday and Sunday Holidays

If a holiday listed in Section 11.1 falls on a Saturday, the holiday is observed by the District on the preceding Friday. If the holiday falls on a Sunday, the holiday is observed by the District on the following Monday.

Regardless of the day the District observes the holiday, and for purposes of determining if holiday compensation is owed under section 10.2 below, if an employee is scheduled to work on a holiday that falls on a Saturday or Sunday, the employee shall observe the holiday on the actual date of the holiday, instead of observing the holiday on the preceding Friday or the following Monday.

10.3 Holiday Compensation

Employees who complete the introductory period and who are paid, on the average, more than thirty-two (32) hours per week during the six (6) months prior to the holiday are eligible to receive holiday compensation for the holidays listed in Section 10.1.

The amount of holiday compensation to be provided shall be equal to the same number of hours actually worked on the holiday at one and one half (1½) times the employees' hourly rate. In order to be eligible for holiday compensation the employee must work the holiday as a regularly scheduled workday.

Section 11. Vacation Leave

11.1 Use and Accrual of Vacation

This Vacation Leave section shall only apply to employees who were initially hired on or before April 30, 2020 and have no break in service. Employees hired on or after May 1, 2020 or employees who are rehired after a break in service will not accrue paid vacation.

For purposes of determining if an employee had a "break in service" for benefit eligibility: An employee who was hired before April 30, 2020 and who was laid off as a result of the COVID-19 pandemic will not be considered to have had a break in service if the employee was rehired by the District on or before December 31, 2021. Those who were laid off in connection with the COVID-19 pandemic and who were rehired after December 31, 2021 are deemed to have had a break in service.

Vacation shall be taken at such time as is mutually agreed to by the employee and their supervisor. Vacation only accrues on non-overtime hours worked by an employee or sick leave hours used (collectively referred to as "Hours Worked" for purposes of this Section only).

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

Employees who have completed their introductory period shall accrue at a rate of .01923 hours of vacation for each Hour Worked until completion of 10,400 Hours Worked (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)

11.2 Date When Vacation Accrual Starts

Only eligible employees who have completed the introductory period are eligible to accrue vacation. Vacation hours do not accrue on hours worked or sick leave hours used during an employee's introductory period.

The first vacation leave for any employee shall be due only after the completion of at least one thousand and forty (1,040) Hours Worked as defined in Section 11.1 above.

11.3 Cash Payment at Separation

An employee who has completed the introductory period who leaves the District service for any reason shall receive payment for any accrued and unused vacation at the employee's base rate of pay.

11.4 Minimum Vacation Leave

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

11.5 Vacation Leave Requests

Requests for vacation leave must be made in advance and in writing. Requests must be approved by the Department Head. The Department Head may reschedule or deny leave, when necessary, should the absence of the employee prevent performance of essential work. Department Heads may limit vacation leave to a ten (10) workday period when work requirements make such limitation necessary. In case of a scheduling conflict among employees, seniority of the employees involved shall determine the order of choice, however, no employee shall exercise their seniority a second time until all employees have had their first choice.

11.6 Emergency Leave

An employee shall be allowed to use up to twenty-four (24) hours of accrued vacation in any calendar year for purposes of 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.

11.7 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.

11.8 Rate of Vacation Pay

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

11.9 Vacation Leave Maximum Accrual

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 12. Sick Leave

12.1 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 any other reason that is permitted under the California Healthy Workplaces, Healthy Families Act of 2015. 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.

12.2 Sick Leave Accrual

Employees who were initially hired before May 1, 2020, and have no break in service, shall accrue sick leave at a rate of .04615 for each hour worked with no accrual cap.

Unless otherwise provided in an agreement between the Union and the District, Employees hired on or after May 1, 2020, or employees who are rehired after a break in service, shall accrue sick leave at the rate of 1 hour for every thirty (30) hours worked, up to a maximum of 48 hours of leave. Once an employee reaches this accrual cap, the employee will not accrue any additional paid sick leave until some paid sick time is used.

An employee who is rehired within 1 year of separation will have up to 48 hours of previously accrued and unused sick leave reinstatement upon reemployment.

12.3 Notification Requirement

In order to receive compensation when absent on sick leave, an employee shall notify their immediate supervisor, at the beginning of their workday of their impending absence, the nature of the absence and the anticipated date of return to work.

12.4 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.

12.5 Illness in the Immediate Family

An employee may use accrued sick leave hours to care for an immediate family. For the purpose of this provision, immediate family means the employee's parent, spouse, registered domestic partner, child, sibling, grandparent, grandchild, or any other person who is considered an immediate family member for use of sick leave as provided in the California Health Workplaces Healthy Families Act of 2015.

12.6 State Disability

The District contracts 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 contributions and there shall be no contributions by the District toward State Disability Insurance.

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

12.7 Workers' Compensation

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

All employees on an approved leave of absence may use accrued sick leave, vacation, or compensatory time off to supplement any workers' compensation or other benefits received, except that in no event may the total of any leave used and other benefits received exceed 100% of the pay employee would have received if employee had been at work.

Section 13. Introductory Period

The introductory period is regarded as part of the selection process and is utilized for closely observing an employee's work. It is an opportunity for an employee to become familiar with the operations of the District and the responsibilities of their position, and for the District to observe the employee's performance.

Completion of the introductory period confers on the employee the opportunity to receive additional benefits in exchange for the work performed by that employee as described in this document. Completion of the introductory period does not alter the at-will nature of a unit member's employment relationship with the District. Decisions to release an individual from employment either during or after the introductory period remain in the sole discretion of the General Manager or designee. An employee who does not report worked hours for more than ninety (90) days will be automatically separated from the District, approved leaves of absences excepted.

Each employee shall serve an introductory period of one thousand and forty (1,040) regular hours worked from the time of initial appointment, including any regular hours for which sick leave is used. A promotion to a higher-level position shall result in a new introductory period of 1,040 regular hours worked (including regular hours for which sick leave is used) 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 introductory status, approved leaves of absences excepted.

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

Section 14. Insurance Programs

Bargaining unit employees are not eligible to participate in District sponsored health and welfare plans.

Section 15. Retirement Programs

15.1 PARS Program

The District contracts with the Public Agency Retirement System (PARS) for the purpose of providing bargaining unit employees with access to retirement benefits. Eligible unit employees are enrolled in the District's PARS plan.

15.2 Deferred Compensation:

The District offers a 457 deferred compensation plan in which employees may voluntarily participate. By signing a payroll deduction authorization, the District will withhold a specified portion of the employee's wages with a maximum established by law.

15.3 Retiree Medical Coverage

Bargaining unit employees are not eligible to receive any retiree medical benefits from the District.

Section 16. Notice of Termination

When possible the District will provide a one (1) week (five (5) working days) notice of the effective date of an employee's demotion, suspension or termination. The District reserves the right to immediately terminate an employee for intoxication on the job, insubordination (employees shall substantially comply with all the directions of the Employer concerning the service for which they are engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee), violation of District policies, dishonesty, and felony conviction which substantially relate to the employee's job where circumstances strongly support the charge.

Section 17. Grievance Procedure

17.1 Definition

A grievance is defined as any dispute which involves a claimed violation, misinterpretation or misapplication of any provision of this document, excluding those provisions which are specifically excluded from the grievance procedure or which provide that the decision of the Board of Directors or General manager or designee shall be final. In the event that an alternate complaint procedure is applicable to an employee's claim (e.g., harassment complaint procedure), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternate procedure may not also be raised as a grievance under this Section. A grievance may be submitted by an employee or group of employees.

A grievance can only be initiated by submitting a written document and/or grievance form which includes the following information:

1. Name(s) of grievant(s)
2. Job Classification Title(s)
3. Department(s)
4. A clear statement of the nature of the grievance citing the applicable MOU provision(s) alleged to have been violated.
5. The date upon which the event giving rise to the alleged violation occurred.
6. The date upon which the informal discussion with the supervisor took place.
7. A proposed written solution to the grievance.
8. The date of the execution of the written grievance/grievance form.
9. The signature of the grievant(s) or unit representative.

17.2 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 their 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 their immediate supervisor within 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 the employee's 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 of subparagraph 17.2 herein, the Union may, within thirty (30) days after receipt of the decision of the Department Head made pursuant to subparagraph c of 17.2, 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 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 and Union. If the District and the Union are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of no less than five (5) qualified arbitrators. The District and the Union, through their designees, 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 Union.

17.8 Effect of Failure of Timely Action

Failure of the grievant to file an 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 the ability of the grievant to advance 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 or the Union 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 (17.2) hereof shall be made.

Section 18. Expenses

18.1 Mileage

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

18.2 Travel Expense

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

Section 19. 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 20. Wages

20.1 Frequency of Payment

The District pays employees every two weeks.

20.2 Wage Adjustments

Effective on the first full pay period following October 1, 2023 – the District will increase the rates contained in the hourly rate schedule by 3%. (See Exhibit A.)

Effective on the first full pay period following October 1, 2024 – the District will increase the rates contained in the hourly rate schedule by 5%. (See Exhibit B.)

In no event will an employee receive less than the state minimum wage. An increase in the minimum wage will only impact those steps which provide for an hourly rate that is less than the new minimum wage. Steps that are at or above the minimum wage will not be adjusted or increased to account for any change in the state minimum wage amount.

The wage schedule changes described in this section shall be implemented upon ratification of this agreement by both parties and all shall only apply to those bargaining unit members who are employed by the District on the date of ratification.

20.3 Direct Deposit

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

20.4 Step Increases

Advancement within the steps of the wage range occurs based on an employee's tenure with the District. Employees appointed at Step A are eligible to be considered for a wage range advancement after the completion of 2,080 hours of satisfactory employment. If employed at a step other than Step "A", then consideration for advancement to the next step will take place after completion of 2,080 hours of satisfactory performance at the employee's current step. An employee may be considered for a step advancement prior to completing 2,080

hours if the employee demonstrates extraordinary performance, except that an employee may not advance more than one step during a 12-month period.

Section 21. Employee Classification Review

Any employee or group of employees may submit a request for review of their job duties and/or class title to determine if they are properly classified in relation to their actual job requirements. Requests shall be forwarded to the Human Resources Department for study and recommendations to the employees(s) and the Personnel Officer as provided under the District's Personnel Rules.

Section 22. Job Security

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

The District's practice regarding the contracting out of work will continue to be undertaken in those areas which would save District funds, thereby preserving District employment levels. The District agrees to send notice to the Union at least thirty (30) days prior to Board of Directors' action of any new contracting out of work services.

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

Section 23. Miscellaneous

23.1 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 Administrative Services Director.
- 2) In consultation with the Administrative Services Director 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 General Manager or designee 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

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.

23.2 Labor-Management Communication Meeting

The joint Labor-Management committee will 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.

23.3 Uniforms

For employees in positions where a uniform is required, the District shall pay for the cost of any uniform that is specific to the employee(s) particular job.

Section 24. 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 25. Term of Agreement

This Agreement covers wages and benefits beginning October 1, 2023, through September 30, 2025.

Section 26. 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.

Signature page to follow.

Made and entered by:

**Service Employees International
Union, Local 1021**

By *David Canham*
[David Canham \(Oct 30, 2023 16:29 PDT\)](#)
David Canham, Executive Director SEIU Local 1021

By *Peter Masiak*
[Peter Masiak \(Nov 7, 2023 09:51 PST\)](#)
Peter Masiak, East Bay Field Staff Director

By *Blake Huntsman*
[Blake Huntsman \(Nov 2, 2023 12:27 PDT\)](#)
Blake Huntsman, Field Staff Supervisor

By *Ossee S Desmangles*
[null Ossee \(Nov 3, 2023 13:52 PDT\)](#)
Ossee S Desmangles, Field Representative

By *Claudia Peccorini*
Claudia Peccorini, Payroll Technician

**Hayward Area Recreation and
Park District**

By *James L Wheeler*
James Wheeler, General Manager

By *Anne Maze*
Anne Maze, Administrative Services Director

By *Natalie Wong*
Natalie Wong, Human Resources Manager

By *Jennifer Arias*
Jennifer Arias, Human Resources Analyst

SEIU Hourly Employees - Hourly Rate Schedule

Seven (7) Steps from Minimum to Maximum

Effective October 7, 2023

row	Classification Number	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	10195	Accounting Assistant	\$22.05	\$23.18	\$24.37	\$25.62	\$26.94	\$28.32	\$29.77
2	10184	Animal Caretaker	\$17.23	\$18.11	\$19.04	\$20.02	\$21.04	\$22.12	\$23.25
3	10017	Building Attendant	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
4	10193	Cashier	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
5	10247	Ceramicist	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
6	10194	Clerical Aide I	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
7	10248	Clerical Aide II	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24	\$24.43
8	10249	Clerical Aide III	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
9	10230	Credentialed Teacher	\$26.87	\$28.24	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
10	10239	Custodian Aide	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
11	10220	Day Camp Counselor	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
12	10236	Director of Camps	\$26.87	\$28.24	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
13	10041	Field Attendant	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
14	10250	Gallery Director	\$26.87	\$28.24	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
15	10197	Golf Course Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
16	10191	Group Fitness Instructor	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
17	10198	Gym Attendant	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
18	10225	Gymnastics Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
19	10234	Head Counselor	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
20	10251	Head Lifeguard	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
21	10252	House Manager	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
22	10253	Information Systems Technician I	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
23	10254	Information Systems Technician II	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24	\$24.43
24	10255	Information Systems Technician III	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
25	10256	Information Systems Technician IV	\$22.05	\$23.18	\$24.37	\$25.62	\$26.94	\$28.32	\$29.77
26	10257	Jewelry Instructor	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
27	10258	Lead Box Office Clerk	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
28	10199	Lead Building Attendant	\$23.16	\$24.35	\$25.60	\$26.91	\$28.29	\$29.74	\$31.27
29	10259	Lead Counselor	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
30	10200	Lead Instructor - Gymnastics	\$23.16	\$24.35	\$25.60	\$26.91	\$28.29	\$29.74	\$31.27
31	10201	Lead Lifeguard	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
32	10202	Lifeguard	\$17.23	\$18.11	\$19.04	\$20.02	\$21.04	\$22.12	\$23.25
33	10235	Mobile Recreation Lead	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
34	10185	Naturalist	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
35	10203	Naturalist Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
36	10260	Office Assistant	\$22.05	\$23.18	\$24.37	\$25.62	\$26.94	\$28.32	\$29.77
37	10261	Out of School Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
38	10228	Outdoor Recreation Instructor	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
39	10262	Outdoor Recreation Lead	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
40	10238	Park Maintenance Aide	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
41	10216	Payroll Technician	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
42	10263	Pool Custodian	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
43	10264	Pool Maintenance Technician	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24	\$24.43
44	10176	Pool Manager	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
45	10183	Pre-K Program Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
46	10222	Program Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13

Hayward Area Recreation and Park District

SEIU Hourly Employees - Hourly Rate Schedule

Seven (7) Steps from Minimum to Maximum

Effective October 7, 2023

row	Classification Number	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
47	10221	Program Instructor	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
48	10181	Program Instructor - Ceramics	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
49	10182	Program Instructor - Fine Arts	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
50	10187	Program Instructor - Gymnastics	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
51	10206	Program Instructor - Jewelry	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
52	10188	Program Instructor - Photography	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
53	10180	Program Instructor - Pre K	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
54	10210	Program Instructor - Special Needs	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
55	10224	Program Instructor - Tennis	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
56	10243	Program Instructor - Youth Sports	\$19.98	\$21.01	\$22.08	\$23.22	\$24.41	\$25.66	\$26.97
57	10265	Property Rentals Specialist	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
58	10266	Recreation Specialist I	\$17.23	\$18.11	\$19.04	\$20.02	\$21.04	\$22.12	\$23.25
59	10267	Recreation Specialist II	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
60	10268	Recreation Specialist III	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
61	10269	Recreation Specialist IV	\$26.87	\$28.24	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
62	10207	Senior Center Programs Specialist	\$23.16	\$24.35	\$25.60	\$26.91	\$28.29	\$29.74	\$31.27
63	10270	Senior Naturalist	\$26.87	\$28.24	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
64	10208	Senior Water Safety Instructor	\$23.16	\$24.35	\$25.60	\$26.91	\$28.29	\$29.74	\$31.27
65	10271	Shop Foreman	\$23.17	\$24.36	\$25.60	\$26.92	\$28.30	\$29.75	\$31.27
66	10209	Special Needs Program Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
67	10139	Sports Official	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
68	10212	Starter Pro Shop	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
69	10272	Student Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
70	10214	Studio Director Photography	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
71	10274	Tennis Program Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13
72	10232	Theater Master Electrician	\$23.16	\$24.35	\$25.60	\$26.91	\$28.29	\$29.74	\$31.27
73	10275	Theater Technical Director	\$26.87	\$28.25	\$29.69	\$31.22	\$32.82	\$34.50	\$36.27
74	10158	Water Exercise Instructor	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
75	10213	Water Safety Instructor	\$19.98	\$21.00	\$22.08	\$23.21	\$24.40	\$25.65	\$26.97
76	10273	Youth Sports Program Aide	\$16.40	\$17.24	\$18.12	\$19.05	\$20.03	\$21.06	\$22.13

SEIU Hourly Employees - Hourly Rate Schedule

Seven (7) Steps from Minimum to Maximum

Effective October 5, 2024

row	Classification Number	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	10195	Accounting Assistant	\$23.15	\$24.34	\$25.59	\$26.90	\$28.29	\$29.74	\$31.26
2	10184	Animal Caretaker	\$18.09	\$19.02	\$19.99	\$21.02	\$22.09	\$23.23	\$24.41
3	10017	Building Attendant	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
4	10193	Cashier	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
5	10247	Ceramicist	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
6	10194	Clerical Aide I	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
7	10248	Clerical Aide II	\$19.01	\$19.98	\$21.00	\$22.08	\$23.22	\$24.40	\$25.65
8	10249	Clerical Aide III	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
9	10230	Credentialed Teacher	\$28.21	\$29.65	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
10	10239	Custodian Aide	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
11	10220	Day Camp Counselor	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
12	10236	Director of Camps	\$28.21	\$29.65	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
13	10041	Field Attendant	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
14	10250	Gallery Director	\$28.21	\$29.65	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
15	10197	Golf Course Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
16	10191	Group Fitness Instructor	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
17	10198	Gym Attendant	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
18	10225	Gymnastics Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
19	10234	Head Counselor	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
20	10251	Head Lifeguard	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
21	10252	House Manager	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
22	10253	Information Systems Technician I	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
23	10254	Information Systems Technician II	\$19.01	\$19.98	\$21.00	\$22.08	\$23.22	\$24.40	\$25.65
24	10255	Information Systems Technician III	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
25	10256	Information Systems Technician IV	\$23.15	\$24.34	\$25.59	\$26.90	\$28.29	\$29.74	\$31.26
26	10257	Jewelry Instructor	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
27	10258	Lead Box Office Clerk	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
28	10199	Lead Building Attendant	\$24.32	\$25.57	\$26.88	\$28.26	\$29.70	\$31.23	\$32.83
29	10259	Lead Counselor	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
30	10200	Lead Instructor - Gymnastics	\$24.32	\$25.57	\$26.88	\$28.26	\$29.70	\$31.23	\$32.83
31	10201	Lead Lifeguard	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
32	10202	Lifeguard	\$18.09	\$19.02	\$19.99	\$21.02	\$22.09	\$23.23	\$24.41
33	10235	Mobile Recreation Lead	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
34	10185	Naturalist	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
35	10203	Naturalist Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
36	10260	Office Assistant	\$23.15	\$24.34	\$25.59	\$26.90	\$28.29	\$29.74	\$31.26
37	10261	Out of School Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
38	10228	Outdoor Recreation Instructor	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
39	10262	Outdoor Recreation Lead	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
40	10238	Park Maintenance Aide	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
41	10216	Payroll Technician	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
42	10263	Pool Custodian	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
43	10264	Pool Maintenance Technician	\$19.01	\$19.98	\$21.00	\$22.08	\$23.22	\$24.40	\$25.65
44	10176	Pool Manager	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
45	10183	Pre-K Program Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
46	10222	Program Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24

Hayward Area Recreation and Park District

SEIU Hourly Employees - Hourly Rate Schedule

Seven (7) Steps from Minimum to Maximum

Effective October 5, 2024

row	Classification Number	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
47	10221	Program Instructor	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
48	10181	Program Instructor - Ceramics	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
49	10182	Program Instructor - Fine Arts	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
50	10187	Program Instructor - Gymnastics	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
51	10206	Program Instructor - Jewelry	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
52	10188	Program Instructor - Photography	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
53	10180	Program Instructor - Pre K	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
54	10210	Program Instructor - Special Needs	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
55	10224	Program Instructor - Tennis	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
56	10243	Program Instructor - Youth Sports	\$20.98	\$22.06	\$23.18	\$24.38	\$25.63	\$26.94	\$28.32
57	10265	Property Rentals Specialist	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
58	10266	Recreation Specialist I	\$18.09	\$19.02	\$19.99	\$21.02	\$22.09	\$23.23	\$24.41
59	10267	Recreation Specialist II	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
60	10268	Recreation Specialist III	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
61	10269	Recreation Specialist IV	\$28.21	\$29.65	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
62	10207	Senior Center Programs Specialist	\$24.32	\$25.57	\$26.88	\$28.26	\$29.70	\$31.23	\$32.83
63	10270	Senior Naturalist	\$28.21	\$29.65	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
64	10208	Senior Water Safety Instructor	\$24.32	\$25.57	\$26.88	\$28.26	\$29.70	\$31.23	\$32.83
65	10271	Shop Foreman	\$24.33	\$25.58	\$26.88	\$28.27	\$29.72	\$31.24	\$32.83
66	10209	Special Needs Program Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
67	10139	Sports Official	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
68	10212	Starter Pro Shop	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
69	10272	Student Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
70	10214	Studio Director Photography	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
71	10274	Tennis Program Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24
72	10232	Theater Master Electrician	\$24.32	\$25.57	\$26.88	\$28.26	\$29.70	\$31.23	\$32.83
73	10275	Theater Technical Director	\$28.21	\$29.66	\$31.17	\$32.78	\$34.46	\$36.23	\$38.08
74	10158	Water Exercise Instructor	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
75	10213	Water Safety Instructor	\$20.98	\$22.05	\$23.18	\$24.37	\$25.62	\$26.93	\$28.32
76	10273	Youth Sports Program Aide	\$17.22	\$18.10	\$19.03	\$20.00	\$21.03	\$22.11	\$23.24



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

RESOLUTION NO. R-2324-15

A Resolution of the Board of Directors of the Hayward Area Recreation and Park District Approving the General Manager and the District's Labor Negotiation Team to enter into a new MOU with SEIU, Local 1021, Hourly Unit

The Hayward Area Recreation Board of Directors Resolves as follows:

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

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

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

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

Now, therefore, the Board of Directors of the Hayward Area Recreation and Park District authorizes the General Manager and the District's Labor Negotiation Team to enter into a new MOU with SEIU, Local 1021, Hourly Unit.

DATE: October 2, 2023

INTRODUCED BY: Hodges

AYES: Andrade, Hatcher, Hodges, Lamnin, and Rosen

NOES: None

ABSTAIN: None

ABSENT: None



Rick J. Hatcher, President



Peter Rosen, Secretary











MOU SEIU Hourly - Final for Signatures


Final Audit Report


2023-11-07

Created:	2023-10-30
By:	Jennifer Arias (arij@haywardrec.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtckVpTY7ZZmaslb0nU3DJz1X04t_8yQ


"MOU SEIU Hourly - Final for Signatures" History


-  Document created by Jennifer Arias (arij@haywardrec.org)
2023-10-30 - 11:16:55 PM GMT- IP address: 73.231.253.194
-  Document emailed to null Jim (whej@haywardrec.org) for signature
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-  Document emailed to null Anne (maza@haywardrec.org) for signature
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-  Document emailed to null Natalie (wonn@haywardrec.org) for signature
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-  Document emailed to null David (david.canham@seiu1021.org) for signature
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-  Document emailed to null Blake (blake.huntsman@seiu1021.org) for signature
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-  Document emailed to null Peter (peter.masiak@seiu1021.org) for signature
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-  Document emailed to null Ossee (ossee.desmangles@seiu1021.org) for signature
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-  Document emailed to null Claudia (pecc@haywardrec.org) for signature
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-  Email viewed by null David (david.canham@seiu1021.org)
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Signature Date: 2023-11-02 - 7:27:46 PM GMT - Time Source: server- IP address: 12.233.198.10


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Signature Date: 2023-11-07 - 5:51:47 PM GMT - Time Source: server- IP address: 99.119.14.30

 Agreement completed.
2023-11-07 - 5:51:47 PM GMT