

**CITY COUNCIL MEETING
TUESDAY, OCTOBER 27, 2015**

DOCUMENTS RECEIVED AFTER PUBLISHED AGENDA

Memo

To: Mayor and City Council
From: David Rizk, Development Services Director
cc: Fran David, City Manager
Date: October 27, 2015
Re: Typo in Agenda Item No. 3 (Final Map for Tract 8039)



As shown below, the staff report incorrectly indicates this project would provide housing. No housing is proposed and the applicable Planned Development (PD) zoning that was approved by City Council in September of 2012 prohibits housing. The highlighted text below should be stricken from the report. I apologize for the error.

ECONOMIC AND FISCAL IMPACTS

The final map approval is consistent with the approved project and the final map, by itself, will not have any additional fiscal or economic impacts. The development created by the approval of the final map will improve commerce, **provide housing** and employ construction workers.



DATE: October 26, 2015
TO: Mayor and City Council
FROM: Director of Human Resources
SUBJECT: Agenda Item 6 (CONS 15-302) Consent Item– Exhibit 1

Attached is the Memorandum of Understanding (“MOU”) between the City of Hayward and International Federation of Professional and Technical Engineers, Local 21, The MOU is referenced in the Resolution related to Agenda Item 6 (CONS 15-302) as Exhibit 1.

Prepared and Recommended by: Nina S. Collins, Director of Human Resources

Approved by:



Fran David, City Manager

Attachment:
Exhibit 1: Memorandum of Understanding

Memorandum of Understanding

between

CITY OF HAYWARD

and

**INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL
ENGINEERS – LOCAL 21**

October 20, 2015 through June 30, 2018

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Memorandum of Understanding

between

CITY OF HAYWARD

and

INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS,
Local 21, AFL-CIO

On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and authorized representatives of the International Federation of Professional and Technical Engineers, Local 21, AFL CIO, herein called the "Union" made and entered into this Memorandum of Understanding. It is understood and agreed that this Memorandum of Understanding supersedes and replaces that Memorandum of Understanding effective October 13, 2007 through September 30, 2013 by and between the City of Hayward and the International Federation of Professional and Technical Engineers, Local 21, AFL CIO.

This Memorandum of Understanding is subject to all applicable Federal laws, State laws and the Charter of the City of Hayward; and all ordinances, resolutions, Administrative Rules and Personnel Rules of the City except as expressly provided to the contrary by this Memorandum of Understanding. The terms and conditions of this Memorandum of Understanding shall not apply to those persons employed by the City in a temporary or provisional status as defined in the City of Hayward Personnel Rules.

1.00 RECOGNITION, DISCRIMINATION AND UNION ACTIVITIES

1.01 Recognition

The City recognizes the Union as the majority representative for the Professional and Technical Unit of employees consisting of the classifications listed in Appendix A as well as any new classification which may be assigned to this representation unit by the City Manager.

1.02 Union Security

A. Maintenance of Membership

The City agrees to deduct one (1) month's current and periodic Union dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the City the payroll deduction authorization provided by the City for this purpose. Employees may not revoke this authorization during the term of this Memorandum of Understanding; provided, however, that during the (30) thirty-day period from October 20, 2015 through November 19, 2015 inclusive, employees may revoke their payroll deduction authorization and withdraw from membership in the Union.

B. Agency Shop

The provisions of this Section 1.02 B are applicable only to employees hired on or after November 1, 1983. The parties hereto recognize that membership in the Union is not compulsory, the 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 of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Union.

All employees hired on or after November 1, 1983 who are covered by this Memorandum of Understanding shall become and remain a member of the Union in good standing within thirty (30) days following the beginning of employment; or execute a payroll deduction authorization form and thereby pay to the Union an initial fee not to exceed the standard initiation fee required as a condition of acquiring membership in the Union and, thereafter, a monthly service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union, and special assessments adopted by the Union's membership for the costs of negotiations, contract administration, and grievance handling.

As an exception to the foregoing, an employee who certifies he or she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employees' organizations, shall execute a payroll deduction authorization form and thereby pay sums equal to the standard initiation fee required as a condition of acquiring membership in the Union, and the monthly service fee and special assessments provided above to one of the following: Emergency Shelter Program, City of Hayward Animal Control Shelter, or Visiting Nurses Association (Hayward Branch).

Upon seven (7) days' notice to the City from the Union that an employee described above has failed to maintain a membership in good standing or has failed to maintain the current service fee payment or has failed to maintain the current charitable contribution payment to one of the three (3) charities designated above, then the City shall: (1) counsel the employee of his or her obligation under the provision, and (2) inform the employee that further failure to maintain the appropriate payments shall subject him or her to discharge.

C. Deductions

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off authorized. When an employee is in a non pay status for an entire pay period, no withholding 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 and service fees.

The Business Manager of International Federation of Professional and Technical Engineers shall notify the Director of Finance in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the City shall be transmitted to the Officer designated in writing by the Business Manager of the Union as a person authorized to receive such funds, at the address specified.

D. Indemnification

The Union shall indemnify, defend, and save harmless the City of Hayward, its officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section 1.02. In addition, the Union shall refund to the City of Hayward any amount paid to it in error upon presentation of supporting evidence.

1.03 No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, religion, sexual orientation, gender identity, marital status, age, political affiliation or legitimate Union activities against any employee or applicant for employment by the Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable State and Federal laws there shall be no discrimination because of age.

1.04 Professional Standards

An employee, who is concerned that a duty assignment he or she has been asked to perform is inconsistent with professional ethics, may request a meeting with the Department Director to address such concerns. "Professional ethics" as used in this section refers to formal standards published by a professional association whose activities involve the employee's profession. The employee shall be promptly afforded such a meeting upon request. If after meeting with the Department Director the employee's concerns have not been resolved, he or she may have the matter reviewed by the City Manager. The decision of the Department Director and/or the decision of the City Manager concerning the duty assignment in question shall not be subject to the grievance procedure in this Memorandum of Understanding.

1.05 Management Rights

The City may exercise its management rights to the extent allowed by law.

The right to hire contractors is vested exclusively in the City. Contracting, in this context, occurs when and only when, the City transfers one or more functions performed by one or more existing bargaining unit members, which are described in the member's job descriptions, to a non-employee contractor. The City shall issue a written, dated notice to the Union announcing a decision to contract. The Union may initiate consultations with the City with respect to any negotiable impact on existing unit members of the decision to contract within thirty (30) days of the date of the City's notice. The City shall consult with the Union with respect to any impact of the decision to contract or subcontract on existing unit members. The City shall notify the Union of its decision in writing.

2.00 PROBATIONARY PERIOD

2.01 Appointments Subject to Probationary Period

All probationary employees shall be evaluated at regular intervals during their probationary period. All employees who are identified in Appendix A as being members of the classified service shall serve a probationary period as provided in this Section. The probationary period

shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his or her position.

All appointments (other than temporary and provisional appointments) to full-time positions in the classified service, and appointments to part-time positions regularly scheduled to work twenty (20) or more hours per week, shall be subject to a probationary period. The regular period of probation shall be six (6) months, but longer periods may be specified in individual classification descriptions and shall apply to all positions in the classification. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager or designee in individual cases.

An employee promoted to a higher position, who, at the time of promotion is serving in such position in acting or provisional status will have up to six (6) months of consecutive time served in acting or provisional capacity credited towards satisfaction of the probationary period for the promotional position.

2.02 Release of Probationer

During the probationary period an employee in the classified service may be released at any time without the right of appeal. Written notice of release designating the effective date of such action shall be furnished to the probationer. Persons employed in part-time positions scheduled for less than twenty (20) hours per week are excluded from the classified service and may be released at any time without right or appeal.

2.03 Release Following Promotion

Any employee released during the probationary period following promotion shall be reinstated to his or her former position or a position in the class from which promoted unless the reason for release is cause for dismissal. An employee so reinstated shall be placed at a salary step in the position formerly held consistent with the provisions of the Salary Administration Section of this Memorandum of Understanding. In no event shall an employee so reinstated be placed at a salary step lower than the step held prior to promotion. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he or she has satisfactorily served. If any employee is caused to be released by such action, such employee shall be placed on a reemployment register for the classification from which released. Any employee who is released during a probationary period following promotion shall retain appeal rights to dismissal from the City but not the right to appeal his or her release from the position from which demoted.

2.04 Effect of Leaves on Probationary Period

Periods of time on paid or unpaid leave for four (4) weeks or more shall automatically extend the probationary period of any employee on probation. The length of the extension shall be equal to the length of the individual's placement on paid or unpaid leave.

2.05 Effective Date of Regular Status

Upon attaining regular status as a full-time employee or as a regular part-time employee, the effective date shall revert to the date of initial appointment.

3.00 LAYOFFS

3.01 Layoffs

Any employee may be laid off for any lawful reason. The City Manager or designee shall determine classifications subject to layoff.

3.02 Order of Layoffs

Employees shall be laid off in inverse order of their length of seniority. Seniority is determined based upon date of hire in the classification affected by the layoff. For positions within a flexibly staffed classification, seniority is total time in the classification series. Seniority based layoffs will occur in the following order: temporary, provisional, probationary, and regular.

In the event there are two (2) or more employees subject to layoff with the same seniority, the employee with the highest ranking on the eligibility list for the recruitment from which appointment was made, shall not be laid off. In the event there are two (2) or more employees with the same seniority and ranking on the eligibility list, the City shall determine which employee is laid off.

3.03 Seniority

An employee's seniority is based on:

1. Time worked in a permanent or probationary status;
2. Time spent on an authorized paid leave;
3. Time spent on an authorized unpaid leave of absence under the FMLA/CFRA; and
4. Continuous time spent in a provisional or acting status immediately preceding appointment to the classification.

An employee's seniority will not include:

1. Time worked in a temporary, seasonal or non-continuous provisional status;
2. Time spent on an unpaid leave of absence;
3. Time spent on a suspension;
4. Time spent on a layoff; and
5. Time spent while separated from the City, voluntary or involuntary.

3.04 Notice of Layoff

The City Manager or designee shall notify an employee of his or her layoff at least fifteen (15) calendar days prior to the effective date of the layoff. Notice can be provided either by certified or registered mail, return receipt requested, or by personal service. If the notice is provided by mail, the fifteen (15) day notice period runs from the date of post-mark, not when the employee signs the return receipt. A copy of any layoff notice shall be placed in the employee's personnel file.

Upon request, the Human Resources Department shall furnish the status registers for all affected classifications to the Union and employees subject to layoff. The lists shall include the names of all present employees who have held these classifications and their appointment dates.

3.05 Employee Options

A regular employee who has been notified that he or she will be laid off from his or her current position shall have the following options:

1. Displacing a City employee with less service in a parallel or lower classification in the department affected by the layoff in which the employee held prior permanent or probationary status ("bumping"). For purposes of this section, "parallel" shall mean a classification in which the current wage range is equal to or no more than two and a half percent (2.5%) higher than the wage range of the classification from which the employee is laid off. If an employee has not held status in a parallel or lower classification in the department, then no displacement rights accrue to that individual. All employees must exercise displacement rights within seven (7) working days after notice of the layoff is provided, by written notice to the Human Resources Director. If this choice is not exercised within the specified time, it is automatically forfeited. The employee exercising the displacement privilege will displace employees in lower classifications in the inverse order of seniority. Employees who displace other employees will be paid at the rate for the lower classification.
2. If an employee has not held status in a lower classification in the department, or if such lower classification is occupied by a more senior employee, the employee shall be entitled to fill a vacant position in the classification held at the time of layoff in another City department. If there is no vacancy in the classification in another City department, then the employee may be eligible to fill a vacant position in another City classification, provided he or she possesses the necessary skills and fitness for that position as determined by the City Manager or designee. An employee who is transferred to a vacant position will be paid at the rate of pay for that position. Any employee who does not accept a transfer within five (5) working days after a Notice of Transfer is given, will have automatically forfeited the ability to transfer.
3. Accepting layoff.

3.06 Rights of Return Following a Layoff

Employees who are displaced from their classification by virtue of layoff shall be placed on a reemployment list as specified:

1. The reemployment eligible list for the position in the department from which the employee was laid off ("primary register").
2. The reemployment eligible list for any parallel or lower classification in the department from which the employee was laid off ("secondary register").

Each reemployment eligible list shall consist of the names of employees and former employees having probationary or permanent status in the position for which the list was created and who were laid off. The rank order on such list shall be determined by relative seniority calculated pursuant to Section 3.03. Such list shall take precedent over all other eligible lists in making appointment to the position for which the list applies.

As position vacancies occur, employees on layoff and those occupying positions to which they have bumped shall be afforded return rights based on the order in which their names appear on the reemployment eligible list for the position. An employee's name shall remain on the list for a

period of one (1) year, or longer at the discretion of the City Manager, unless such person is sooner reemployed or removed from the list as provided in this Section.

If an employee fails to respond to a notice of return within the prescribed time period or declines to return from layoff to a secondary register classification, the employee's name shall be removed from said secondary register and the employee shall no longer be eligible for recall to that classification. If an employee fails to respond to notice of return within the prescribed time period or declines return to the primary register classification, he or she will be considered to have voluntarily resigned employment with the City. An employee who is removed from a reemployment list because he or she has failed to respond to a notice of return, or who refused the assignment, will have no right to appeal such removal. It shall be the employee's responsibility, at all times, to advise the City as to the employee's current address.

Full-time employees who have bumped or transferred to a part-time position, or who have been recalled from layoff to a part-time position, shall be afforded an opportunity to return to full-time status as position openings become available.

Former employees appointed from a reemployment eligible list shall be restored all rights and benefits to which they were entitled at the time of layoff, including reinstatement of any unused sick leave at the time of layoff. Reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

An employee who is reinstated to a position held at the time of layoff will be reinstated to the salary range and step at the time of layoff. An employee who is reinstated to a lower position will be reinstated to the range for the lower position at a step to be determined by the City Manager or designee. A reinstated employee who has not completed a probationary period for the reinstated position will be required to complete the probationary period for the position.

4.00 WORK SCHEDULES - OVERTIME

4.01 Work Schedules

The normal work week for all full time employees shall consist of forty (40) hours during each seven (7) day work period.

For payroll purposes, the City's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday, except that the work week for employees on Alternate Work Schedules may be modified based on individual schedules to accommodate forty (40) hours in a seven (7) day work period.

4.02 Overtime Work

Any work required of full time employees in excess of the normal work week shall be classed as overtime work. Overtime work shall be recognized only when directly ordered or required by the department head or a designated representative. The City may require employees to work more than the normal eight (8) hours per day or forty (40) hours per week and also to work outside the employees' scheduled work day or work week. Any work required of part time employees in excess of forty (40) hours per work week shall be classed as overtime work.

Prior to expiration of this Memorandum of Understanding, the City will conclude a study to determine the proper FLSA status designation for each classification. The City will share its

findings and make proposals towards implementation of an overtime policy in accordance with the provisions of FLSA for exempt and non-exempt employees during the next round of negotiations.

4.03 Compensation for Overtime Worked

Payment for authorized overtime worked shall be either in cash or compensatory time off at the employee's option. Overtime work shall be compensated at the rate of time-and-one-half (1½) the regular rate of pay. An employee may choose accrued compensatory time off in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed.

At any time, employees may accumulate a maximum of one hundred twenty (120) hours of compensatory time off, maintained on a continuous per pay period basis. Thereafter, the City will compensate employees only with overtime pay for all hours of overtime worked beyond the one hundred twenty (120) hours limit. Compensatory time may be used at a time mutually agreeable to the employee and the Department Director. Compensatory time off shall not be taken when the employee must be replaced by another employee in an overtime status unless this provision is waived by the Department Director.

Accrued compensatory time up to the maximum of one hundred twenty (120) hours provided above shall be used when requested by the employee and approved by the Department Director. Accrued compensatory time in excess of the maximum of one hundred twenty (120) hours provided above shall be used when requested by the employee and approved by the Department Director, or when scheduled by the Department Director provided twenty-four (24) hours advance notice is given the employee concerned.

4.04 Overtime Work During Disaster

All employees shall have the duty and obligation to perform emergency work upon request of proper authority declaring such emergency including overtime work.

4.05 Meal Period and Rest Period

Full time employees shall be assigned to a one half (½) or a one (1) hour unpaid meal period each day within a two (2) hour period at the midpoint of each shift and a fifteen (15) minute paid rest period during the first half of the work shift, and another fifteen (15) minute paid rest period during the second half of the work shift.

4.06 Alternate Work Schedules

The following conditions and understandings will apply to alternate work schedules.

- A. Alternate work schedules shall mean eighty (80) hours work within each pay period, however, the workday and work week may vary. Additionally, employees on approved alternate work schedules shall not be entitled to overtime unless overtime hours worked are expressly approved by management.
- B. The Union shall submit proposed new alternate work schedule(s) and any proposed changes to existing alternate work schedule(s) in writing to the affected Department Director(s) or designee(s) in the month of July. It will not be necessary to submit written proposals to continue existing alternate work schedules without changes.

- C. Such proposals shall include a description of the proposed work schedule and shall include a description of arrangements or agreements designed to assure the timely and effective completion of job tasks and work programs and how the proposed work schedule may enhance services to the public and improve employee morale.
- D. The Department Director or designee will evaluate the proposed schedule including its effect on public service, efficiency and effectiveness of operations and for impact on the work group and other departments. If acceptable to the Department Director or designee, the schedule will be established and will remain in effect until it is either rescinded or revised pursuant to paragraph B or to paragraph E of this section. If not acceptable, the Department Director or designee will provide the rationale in writing within thirty (30) days of the date of the proposal. At the request of the Union the Department Director or designee shall meet with affected employees to attempt to reconcile differences.
- E. However, such schedules may be altered if it can be determined that the public, work group or City would be better served by a different work schedule.

Provisions of this section shall not be subject to the grievance procedure of this Memorandum of Understanding. Appeals of denials of alternate work schedule and/or failure to respond within the time frames outlined above may be made to the City Manager or designee, whose decision shall be final. Nothing in this section shall be construed to limit the ability of the City to require a 9/80 or other alternate work schedules. Any change in work schedule not presently provided for in this Memorandum of Understanding shall be subject to California State Government Code Section 3500.

It is understood that, for the purpose of annual vacation, sick leave and holiday credit, "day" shall mean a standard eight (8) hour day. Paid leave shall be debited on an hour-for-hour basis.

4.07 Change in Work Schedules

Prior to implementing any work schedule change(s) affecting union employees, the City will first meet and confer with the Union.

5.00 SPECIAL PAY AND ALLOWANCES

5.01 Certification Fees

When the City or State requires that employees possess a certificate as a prerequisite to the performance of their job duties, the City shall reimburse said employees for any fee involved in the issuance or renewal of said certificate. Driver's license fees are not covered by this provision.

5.02 Meal Allowance

A fifteen dollar (\$15) meal allowance shall be provided to employees required to attend an evening meeting or required to work at least two (2) hours of overtime when such overtime is worked at the end of or prior to the start of a shift, or as a result of an unscheduled call back on scheduled days off. For each additional four (4) hours worked, the employee shall receive an additional fifteen dollar (\$15) meal allowance.

5.03 Bilingual Pay

Employees who, in the performance of their duties, agree to utilize their bilingual skills (including American Sign Language) to converse with the public, and who have passed the City's competency requirements, shall receive bilingual pay in the amount of thirty dollars (\$30) per pay period.

In addition, employees who, in the performance of their duties, agree to utilize their bilingual skills in a manner that exceeds basic conversational skills such as creating written documents, and who have passed the City's competency requirements, shall receive bilingual pay in the amount of sixty dollars (\$60) per pay period. The City will determine the language(s) eligible for bilingual pay.

5.04 Standby Pay and Callback Premium

Family Counselors assigned standby duty shall be compensated with one (1) hour of straight-time pay or compensatory time off for each three (3) hour standby assignment (9:00 AM to 12:00 PM on Saturday). Standby pay shall be two (2) hours straight-time pay or compensatory time off for a holiday standby.

An employee on assigned standby shall be provided with a cellular telephone at the City's expense.

An employee on standby who is called in to work shall receive, in addition to the standby allowance provided above, compensation at the overtime rate for work actually performed with a guaranteed minimum of two (2) hours work or two (2) hours pay at the overtime rate.

Employees are not eligible for standby duty if they are unable to work due to their own illness.

5.05 Standby for Court Duty

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

Employees are not eligible for standby duty if they are unable to work due to their own illness.

5.06 Information Technology Personnel Standby Pay

Information Technology employees who are required to be available on a standby basis for possible service calls during their off-shift hours shall receive a standby allowance as follows:

- A. An employee on standby on weekdays (i.e., a sixteen (16) consecutive-hour period commencing with the end of the regular scheduled work shift Monday through Friday) shall receive a standby allowance of one (1) hour's pay at the employee's regular hourly rate for each weekday night of standby required.
- B. An employee on standby on regular scheduled days off and on holidays (i.e., a twenty four (24) consecutive-hour period commencing at 8:00 A.M.) shall receive a standby allowance of two (2) hours' pay at the employee's regular hourly rate for each of the aforementioned days of standby required.

An employee on assigned standby shall be provided with a cellular telephone at the City's expense.

An employee on assigned standby called out on a service call shall receive, in addition to the standby allowance provided above, compensation at the overtime rate for work actually performed during such standby. An employee on standby who is called in to work shall receive, in addition to the standby allowance provided above, compensation at the overtime rate for work actually performed with a guaranteed minimum of two (2) hours work or two (2) hours pay at the overtime rate. The minimum guarantee outlined above does not apply to work performed via telephone or modem.

Employees are not eligible for standby duty if they are unable to work due to their own illness.

5.07 Allowance For Construction Inspectors

Construction Inspectors who obtain registration as a Construction Inspector in Division I or IV (with passage of the contract administration test block) from the American Construction Inspectors Association will be entitled to a five percent (5%) pay differential above the salary step currently held.

In addition to registration with the ACIA, the following will also qualify a Construction Inspector to a five percent (5%) pay differential above the salary step currently held:

1. ICBO certificate in plumbing, building and/or mechanical codes provided that such certificate is not required by an employee's classification and is used in the course of the employee's duties; or
2. Current or former registration with the State of California as a Registered Public Works Inspector, Division I Engineering.

5.08 Compensation for Testimony Required by Subpoena

An employee answering a subpoena in connection with an incident arising within the course and scope of employment shall inform his or her supervisor and, if required to testify, shall remain in a paid status. An employee shall provide his or her supervisor with proof of subpoena.

6.00 MEET AND CONFER TIME OFF FOR REPRESENTATIVES

6.01 Representatives Empowered to Act

The Union shall advise the City of those persons empowered to act as its representatives.

6.02 Time Off for Matters Within the Scope of Representation

The City shall allow a reasonable number of employee representatives of the Union reasonable time off during regular work hours without loss of compensation or other benefits to not more than four (4) such employees when formally meeting and conferring with representatives of the City on matters within the scope of representation.

6.03 Permission to Leave Assignments

Employee representatives shall not leave the duty or work station or assignment without specific approval of the Department Director or designee.

6.04 Time off for Dispute Resolution

If an employee desires the assistance of a representative of the Union in resolving a dispute, the City agrees to permit not more than two (2) Union representatives reasonable time off during regular work hours without loss of compensation or other benefits for this purpose. The employee and/or the authorized Union representative(s) shall obtain the approval of their immediate supervisors or other authorized department supervisors before leaving their duty or work stations or assignments for the purpose of resolving a dispute.

7.00 BENEFIT PLANS

7.01 Medical Insurance

The City currently contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of PEMHCA providing for participation by "annuitants."

The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by the PEMHCA.

During the calendar year 2015, the City will provide an employer contribution of one hundred and twenty two dollars (\$122) per month to CalPERS for each eligible active employee towards the purchase of medical insurance benefits.

In the event PERS requires a minimum employer payment in excess of the amount recited above, the City shall pay such additional amounts as approved by the City Council. Because PERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with PERS for medical insurance benefits.

The City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to any contribution provided to an active employee under this Section 7.01.

7.02 Flexible Benefits Allowance

The City shall provide a contribution to the City's flexible benefits plan (125 plan) for each full time employee in regular or probationary status who is enrolled in one of the PERS medical insurance plans offered by the City. Employees can use this contribution to offset the cost of benefits purchased through the plan. The value of any flexible benefit allowance provided by the City under this Section shall be determined as follows:

- A. Effective the pay period following the approval of this MOU, the allowance provided to an eligible employee shall be equal to ninety-five percent (95%) of the premium cost for health insurance coverage based on the employee's plan selection and participation level eligibility (e.g., Employee only coverage, Employee + 1 coverage,

or Employee + 2 coverage), less the amount of any contribution provided under Section 7.01 above. The City's maximum contribution under this section shall not exceed the cost of ninety-five percent (95%) of the premium for the second most expensive benefit plan (currently Blue Shield) as determined by the employee's participation level, less the City's contribution toward medical benefits under PEMHCA, except that, in no event shall the sum of the City's contributions pursuant to the provisions of Sections 7.01 and 7.02 of this Memorandum of Understanding exceed ninety-five percent (95%) of the premium cost for the PERS medical insurance plan in which the employee is enrolled.

- B. Effective the pay period including July 1, 2017, the allowance provided to an eligible employee shall be equal to ninety percent (90%) of the premium cost for health insurance coverage based on the employee's plan selection and participation level eligibility (e.g., Employee only coverage, Employee + 1 coverage, or Employee + 2 coverage), less the amount of any contribution provided under Section 7.01 above. The City's maximum contribution under this section shall not exceed the cost of ninety percent (90%) of the premium for the second most expensive benefit plan (currently Blue Shield) as determined by the employee's participation level, less the City's contribution toward medical benefits under PEMHCA, except that, in no event shall the sum of the City's contributions pursuant to the provisions of Sections 7.01 and 7.02 of this Memorandum of Understanding exceed ninety percent (90%) of the premium cost for the PERS medical insurance plan in which the employee is enrolled.
- C. The City shall continue to provide Flexible Benefit Allowances as provided in this Section unless amended or repealed by the City Council.
- D. Contributions to an employee's Flexible Benefits Account shall be used only for payment of those benefits that are available through the City's Flexible Benefit Plan.

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

- E. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her Flexible Benefits Account are to be spent during the ensuing year. Thereafter, no changes to designations so made shall be allowed until the enrollment of the following year, except for changes due to an eligible qualifying event.
- F. Each employee shall be responsible for providing immediate written notice to the Director of Human Resources or designee any change to the number of his or her dependents which would affect the amount of the City's payment to the Flexible Benefits Account. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he or she is entitled shall be liable for refunding the excess amount received via a reduction in the amount paid to employee's Flexible Benefit Account in subsequent months. Changes to flexible benefit contributions associated with changes in an employee's

number of dependents shall take effect at the start of the first pay period in the month following the month in which notice of the change is received by the Human Resources Department. No retroactive increases to the Flexible Benefit Allowance provided by the City shall be allowed.

7.03 Dental Insurance

The City shall contribute towards dental insurance premiums for full time employees, other than temporary and provisional employees, and their eligible dependents as provided in this Section 7.03.

For eligible employees in this bargaining unit, who enroll in a City-sponsored dental plan, the City shall contribute an amount equal to eighty percent (80%) of the monthly premium for dental insurance, as determined by the employee's enrolled participation level in the City sponsored dental plan. Employees enrolled in dental insurance are required to contribute the remaining twenty percent (20%) of the premium costs for dental insurance coverage.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third party examining plan utilization review, market trends, overall plan costs and any other industry standard metrics deemed necessary by the third party.

Currently, the City provides insurance coverage through a Delta Dental plan which includes the following: one hundred percent (100%) payment of diagnostic and preventative services; eighty percent (80%) payment for other basic services, and crowns and cast restorations; 70% payment for prosthodontics; seventy percent (70%) payment for orthodontics (adults and children). Deductibles each calendar year shall be twenty-five dollars (\$25) per person with a maximum of seventy-five dollars (\$75) per family. Maximum benefit payments shall be two thousand dollars (\$2,000) per year for each patient except for orthodontics which shall carry a two thousand five hundred dollars (\$2,500) lifetime maximum benefit per patient.

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

7.04 Alternative Benefits

- A. An alternative benefit in the form of a cash payment is available to those full-time employees in regular or probationary status who: (1) elect to opt-out of receiving City contributions under Section 7.01 and 7.02; (2) are not enrolled in a City-sponsored health insurance plan as the dependent of another City employee; and (3) provide proof of medical insurance coverage from a plan other than a City-sponsored plan.

Any cash payment provided under this section shall be reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding. Each employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefit provided under this Section. The amount of alternative benefit provided to an employee is based on the level of insurance coverage that the employee could have received if he or she had enrolled in a City-sponsored health insurance plan, as follows:

Employee Only	\$210 per month
Employee and one dependent	\$380 per month
Employee and two + dependents	\$500 per month

For the purpose of this section, the term "dependent" shall mean a dependent eligible for coverage under a PERS medical insurance plan if such coverage had otherwise been elected by the employee.

- B. A full-time employee who does not receive a City contribution under Section 7.01 and 7.02 and who is enrolled in a City-sponsored health insurance plan as the dependent of another City employee may be eligible to receive an alternative benefit as provided in this subsection. If the cost to the City of providing an employee with benefits as the dependent of another is less than the cost of enrolling the employee separately in a City-sponsored health insurance plan, then the individual enrolled as a dependent may receive an alternative benefit. The amount of any alternative benefit shall be equal to the amount of savings to the City for enrollment of the employee as a dependent, up to a maximum alternative benefit of two hundred and ten dollars (\$210) per month.

The following examples illustrate how alternative benefits will be provided to employees who are enrolled as a dependent in a City-sponsored health insurance plan. For purpose of these examples, assume the following amounts as the City's total costs towards providing benefits under Section 7.01 and 7.02:

Employee only - total cost of \$500 per month

Employee and one (1) dependent – total cost of \$1,000 per month

Employee and two (2) or more dependents – total cost of \$1,400 per month

Example 1. Employee A and B are spouses who both work for the City of Hayward. Employee A participates in City-sponsored health insurance at the Employee plus 1 level (City cost of \$1,000 per month), with Employee B enrolled as Employee A's one dependent. If each employee was to participate in a City-sponsored plan as individual employees, then the City's cost would be \$500 per month for each employee (or a total of \$1,000 per month for two people, each enrolled individually at the employee only level). Since there is no cost savings to the City for enrolling Employee B as a dependent of Employee A, and vice-versa, then neither employee is eligible to receive an alternative benefit.

Example 2. Employee A and B are spouses who both work for the City of Hayward. They have one child. Employee A participates in City-sponsored health insurance at the Employee +2 or more level (City cost of \$1,400 per month), with Employee B and the child enrolled as Employee A's dependents. If Employee B was to enroll in a City sponsored plan individually (City cost of \$500), and Employee A's participation was modified to the Employee +1 (City cost of \$1,000), the City's total cost for providing benefits to both employees would increase from \$1,400 to \$1,500 per month. Since the City realizes a \$100 savings per month due to Employee B's enrollment as a dependent of Employee A, Employee B is eligible to receive an alternative benefit. The amount of this alternative benefit will be \$100 per month.

Example 3. Employee A and B are spouses who both work for the City of Hayward. They have two children. Employee A participates in City-sponsored health insurance at the Employee + 2 or more level (City cost of \$1,400 per month), with Employee B and the two children enrolled as Employee A's dependents. If Employee B was to enroll in a City sponsored plan individually (City cost of \$500), and Employee A continued to participate in Employee +2 or more benefits with the two children as dependents (City cost of \$1,400), the City's costs for providing benefits to both employees would increase from \$1,400 to \$1,900 per month. Since the City realizes a \$500 savings per month due to Employee B's enrollment as a dependent of Employee A, Employee B is eligible to receive an alternative benefit. The amount of this alternative benefit will be \$210 per month (the maximum alternative benefit available to employees enrolled as dependents of another employee).

- C. Enrollment in alternative benefits has to be elected each year during open enrollment. Benefit eligibility and alternative benefit amounts may vary from year to year depending on plan premiums.
- D. The provisions of this Section shall be administered in accordance with regulations issued by the City Manager or designee which shall include, but not be limited to, the method and frequency of reimbursement to employees for the alternate benefits program (s) selected; the frequency with which employees may exercise the option to change alternate benefits programs; and appropriate procedures for the verification of payments made in pursuance of this Section.

7.05 Medical, and Dental Benefits for Certain Part-Time Employees

Employees who are hired in part-time status and full time employees who assume part-time status shall be entitled to participate in group medical, dental, and vision insurance programs, and to receive a payment from the City to be applied to such plans subject to the following conditions:

1. Except as provided in Section 2 below, only those employees hired into positions budgeted for twenty (20) or more hours per week shall be entitled to coverage under group medical, dental and vision plans.
2. The City's contribution toward medical insurance for part-time employees who are eligible to participate in a CalPERS health insurance plan as an "employee" shall be equal to the contribution provided to full-time employees under Section 7.01.
3. The City will provide those part-time employees who regularly work more than twenty (20) hours per week (at least as 0.5 FTE) with a Flexible Benefit Allowance. The amount of any allowance provided shall be determined in accordance with the formulas contained in Section 7.02, except that the sum of the contribution provided to a part-time employee who works more than twenty (20) hours per week under Section 7.01 plus the amount provided as a Flexible Benefit Allowance shall be based on the total number of hours worked each month by the part-time employee.

For new employees, the amount of City contribution for medical insurance shall be based upon the employee's estimated work schedule during the first month of coverage. Thereafter, the actual number of hours worked by the employee each month shall be used to determine the amount of City contribution towards medical insurance premiums in the month next following.

Except that, the amount provided shall never be less than the amount required by applicable government codes.

4. The amount of the City's payment for dental insurance shall be proportionate to the amounts paid on behalf of full time employees as specified in Section 7.03 of this Memorandum of Understanding. The calculation of proportionate payment shall be in accordance with the provisions of paragraphs 3 of this Section.
5. The amount of the City's payment for vision insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.09 of this Section. The calculation of proportionate payment shall be in accordance with the provisions of paragraphs 3 of this Section.
6. The amount of the City's payment for alternate benefits shall be based upon scheduled hours of work and shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 7.04 of this Section. The calculation and proportionate payments shall be based upon the hours budgeted for the position.

As an exception to the foregoing, full time employees who become part-time employees as a result of a City imposed reduction in hours will continue to receive City payment of medical, dental, and vision insurance premiums and will continue to participate in the Flexible Benefits plan on the same basis as for full time employees.

7.06 Life Insurance

The City shall pay the entire cost of providing each regular and probationary employee with fifty thousand dollars (\$50,000) group term life insurance with said policy to include accidental death and dismemberment coverage, and the right to conversion at the time of termination of employment to a form of permanent coverage without medical restriction.

7.07 Community Benefit

The City agrees to contribute five dollars (\$5) per employee per year to a charitable organization identified by the Union in lieu of annual contributions to the Central Labor Council Blood Bank of Alameda County.

7.08 Retired Employees

The City will provide eligible employees who retire from service with a supplemental retirement benefit as provided in this Section. Any supplemental benefit provided under this Section shall be in the form of cash to the retiree on a monthly basis. In order to receive a supplemental benefit under this Section, the employee must begin receiving pension benefits within one hundred twenty (120) days of leaving City employment and must be enrolled in a medical plan offered by the City of Hayward.

The survivor of a retired employee qualifies to receive a supplemental benefit only if he or she: (a) has been designated by the employee to receive a survivor benefit under the Public Employees' Retirement System (PERS) plan; (b) is currently receiving said survivor benefit; and (c) is a member of a medical plan offered by the City of Hayward. In the event a retired employee has designated more than one survivor who satisfies all three of the above criteria, any supplemental benefit payments made under this Section shall not exceed the monthly benefit that would have otherwise been paid to the retired employee.

A supplemental benefit in the amount of two hundred twenty six dollars and one cent (\$226.01), less the amount provided for under Section 7.01 above, will be provided to any employee who retired from City Service after October 1, 1989 and on or before December 31, 2007, regardless of the employee's years of continuous City service.

For employees who retire on or after January 1, 2008, a supplemental benefit in the amount of two hundred seventy four dollars and seventy two cents (\$274.72), less the amount provided for under Section 7.01 above, will be provided to an employee who:

1. was employed by the City on July 1, 2008 and who had a least five (5) years of continuous service with the City as of that date; or
2. has ten (10) years of continuous service with the City as of their retirement date.

Retirees are solely responsible for any tax consequences associated with the receipt of benefits under this Section.

7.09 Vision

The City shall contribute towards vision care insurance for full-time employees, other than temporary and provisional employees, and their eligible dependents as provided in this Section 7.09. Currently, the City provides vision insurance coverage through VSP, under a plan that provides for a fifteen dollar (\$15) deductible, and an eye examination, lenses and frames once per year.

For eligible employees who enroll in a City sponsored vision plan, the cost of the monthly premium shall be shared equally (50/50) between the employee and the City.

Monthly premium rates are established on a calendar year basis by the insurance provider, or in the case of a self-funded plan, by a third party examining plan utilization review, market trends, and overall plan costs and any other industry standard metrics deemed necessary by the third party.

The City reserves the right to provide vision care benefits under a self-funded plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees, or through a program of self-insurance. In the event the City exercises its option to move to a self-funded plan or to change insurance carriers, any new benefit plan shall provide coverage that is substantially equivalent to the coverage available at the time this option is exercised.

7.10 Domestic Partners

The City agrees to provide medical, dental, and vision plan insurance coverage to registered domestic partners of City employees as defined under the PERS Health Plan law, who are otherwise without such benefit coverage, and who register with the Secretary of State in accordance with PERS requirements. The employee shall provide the Human Resources Department with a copy of the registration documentation.

7.11 State Disability Insurance - (SDI)

SDI coverage shall continue for employees and shall be coordinated with employees' sick leave in order to extend the period of full pay for as long as possible while employees are disabled.

In conjunction with SDI coverage, employees may be eligible for Paid Family Leave Insurance per State law. Employees eligible for this benefit may coordinate paid leave in order to extend the period of full pay for as long as possible while the employee is disabled.

In no event shall the employee receive disability benefits in conjunction with any other paid leave that will exceed his or her full monthly gross salary.

8.00 SALARY ADMINISTRATION

8.01 Salary Administration Policy

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

8.02 Salary at Time of Employment

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

8.03 Eligibility for Advancement in Pay

Employees shall be advanced from Step A to Step B and from Step B to Step C in accordance with the time in step requirements outlined below. Thereafter, eligibility for advancement to Steps D and E will be based upon overall satisfactory performance evaluations. The following time in step requirements shall apply before an employee gains eligibility for advancement in pay:

<u>Step</u>	<u>Time-in-Step</u>
A	6 months
B	6 months
C	1 year
D	1 ½ years
E	---

If an employee demonstrates outstanding capacity in performing his or her duties, advancement may be made prior to completion of the above time in step requirements. When a pay range consists of less than five (5) steps the range shall be established at the higher steps within the above time schedule. In determining time in step, it shall begin on the first day of the payroll period if employment occurs during the first five (5) days of the period, otherwise time shall begin on the first day of the next payroll period. If an employee is on leave without pay for more than one (1) month, the period shall be deducted from accumulated time in step.

8.04 Withholding Step Advancements

Department Directors have the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. Department Directors shall keep

their employees informed about their job performance giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. Department Directors shall notify the employee as to the reason for withholding step advancements.

8.05 Change in Pay Upon Promotion

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, they may receive the next step in the salary range of the new position which is at least four and a half percent (4.5%) above their current salary. The City Manager may authorize employment at a higher step. In no event will an employee's salary be set at a rate that exceeds the range applicable to the employee's new classification.

8.06 Change in Pay Upon Demotion

When an employee is demoted, whether voluntarily or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the class to which he or she is demoted. The employee will be placed in a salary step in the demoted classification that is the same as or above the step held prior to demotion providing said demotion is not the result of disciplinary action. If the demotion is a result of disciplinary action, the specific salary step shall be determined by the City Manager or designee, whose decision shall be final; provided however, that if the employee had prior service in the demoted position, the employee's step on the salary schedule for the demoted position shall not be set at a step that is lower than the step previously held by the employee in that position before his or her promotion.

8.07 Change in Pay Upon Reclassification

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

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

8.08 Acting Pay

Employees may be assigned to perform the duties of a higher classification on an "acting" basis when in the judgment of the Department Director or designee a need exists for work to be performed in such classification. An "acting" assignment shall only be made by the Department Director or designee at the beginning of the work shift, and employees designated to receive "acting" pay shall be provided with a written notice assigning the employee to the higher classification on an "acting" basis.

Employees assigned in accordance with the foregoing to perform the duties of a higher classification on an "acting" basis for a period of at least one (1) work-week shall receive

"acting" pay retroactive to the first day of such assignment. Work-week shall be defined as follows: Three/twelve (3/12) work schedule is three (3) days; four/ten (4/10) work schedule is four (4) days; and five/eight (5/8) or nine/eighty (9/80) work schedule is five (5) days. All days for assigned schedule must be worked to qualify for acting pay. Holidays or leaves occurring during the first work-week do not count toward days worked.

An employee qualifying for "acting" pay shall receive the salary step of the higher classification which represents an increase over the employee's present salary step. If the closest step in the "acting" classification is not equal to at least five percent (5%) above the employee's current salary step, the employee shall receive "acting" pay equal to five percent (5%) above his or her current pay step, except that the total rate paid (base salary plus any percentage increase) for work performed in "acting" assignments shall not exceed the top step of the salary range for the higher class. Work assignments shall not be changed for the sole purpose of evading the requirement of providing acting pay to an employee who would otherwise be eligible.

Employees who qualify for "acting" pay shall be compensated at their "acting" pay salary level during periods of approved leave with pay which occur while they would be otherwise be performing the duties of the higher classification in which they are "acting" but for being on such approved leave with pay. In the event an employee performing such acting assignment is absent from work because of illness or injury or more than five (5) consecutive days, the City in its sole discretion may terminate the employee's acting assignment designation along with the acting assignment pay.

An employee who is receiving "acting" pay by reason of assignment to a position in the Management Unit or Police Management Unit shall not be entitled to receive overtime compensation during such period of assignment for overtime work involving the performance of duties associated with the "acting" position. If such employee is required to perform overtime work in the performance of duties related to his or her regular position, the employee shall be entitled to receive overtime compensation based on the rate of pay for the regular position.

8.09 Working-Out-of-Class Pay

Employees may be assigned to perform the duties of a higher paid classification when the incumbent is not available for that work shift. An Out-of-Class assignment shall only be made by the supervisor or his or her Department Director or designee at the beginning of the work shift.

An employee assigned Out-of-Class work shall receive five percent (5%) differential pay for all hours worked in the higher classification.

8.10 Special Assignment Positions

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Selection of employees to said positions and removal therefrom shall be made by the City Manager upon recommendation of the Department Director. An employee so assigned shall receive a salary increment from a range of five percent (5%) to ten percent (10%) of his or her present salary.

8.11 Flexibly Staffed Classification

Employees in flexibly staffed classifications within this unit, upon request, shall be formally evaluated to determine whether duties performed meet the established criteria and justify a

reallocation to the higher level of the flexibly staffed classification. Such evaluation shall be performed by the supervisor(s) in conjunction with Human Resources staff and recommendations for advancement shall require approval of the City Manager or his or her designated representative. If advancement is denied, the employees shall receive a written justification for the denial from the Department and shall wait at least six (6) months before reapplying.

9.00 RETIREMENT BENEFIT

9.01 Defined Benefit Retirement Program

The City will continue to contract with the Public Employees' Retirement System (PERS) to provide a retirement program for bargaining unit members. Benefits shall include:

1. 2.5% at age 55 benefit formula
2. Fourth Level 1959 Survivor's Benefits
3. One (1) Year Highest Compensation
4. Military Service Credit as Public Service
5. Continuation of Pre-Retirement Death Benefit after Remarriage of Survivor
6. \$500 Retired Death Benefit
7. 2% Annual Cost-of-Living Allowance Increase

These benefit plans require an employee contribution of eight percent (8%). Employees shall pay the full employee contribution of eight percent (8%), which shall be paid by the employee on a pre-tax basis in accordance with IRS Section 414(h)(2) method of reporting retirement payments.

New members as defined by the Public Employees' Pension Reform Act (PEPRA) shall have a retirement formula dictated by law and shall be required to pay at least fifty percent (50%) of the normal cost of their pension as identified, and periodically revised, by CalPERS or eight percent (8%), whichever is greater, up to the legal maximum.

An employee, who is not eligible for enrollment in the Public Employees' Retirement System and who, in accordance with the Federal Omnibus Budget Reconciliation Act of 1990, is required to be covered by Social Security or an alternate system shall be enrolled in the Public Agency Retirement System (PARS). The City shall contribute three and three-quarter percent (3.75%) of covered earnings into the employee's PARS account.

9.02 Additional PERS Contributions

In addition to each member's responsibility for payment of the employee retirement contribution, effective the pay period following the approval of this MOU, employees shall contribute an additional one percent (1%) of their salaries to the California Public Employees' Retirement System (CalPERS) as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees.

Effective the pay period including July 1, 2016, employees shall contribute an additional one percent (1%) for a total of two percent (2%) of their salaries to the California Public Employees' Retirement System (CalPERS) as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees.

Effective the pay period including July 1, 2017, employees shall contribute an additional one percent (1%) for a total of three percent (3%) of their salaries to the California Public Employees' Retirement System (CalPERS) as payment of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees.

9.03 Deferred Compensation

A Deferred Compensation Plan has been established for the benefit of City employees. Employees may contribute to the Plan as provided by the Plan terms. Effective with the pay period including July 1, 2012, the City will no longer provide an employer contribution to a deferred compensation plan on behalf of any Local 21 represented employees. Employees may continue to make employee contributions in accordance with the terms of the Deferred Compensation Plan and subject to State and Federal tax law requirements.

10.00 SALARIES

10.01 Salaries

Salaries for classifications in this representation unit shall be as enumerated in Appendix A to this Memorandum of Understanding. All bargaining unit salary range increases shall be as follows:

- Effective the pay period including October 20, 2015: 3 %
- Effective the pay period including July 1, 2016: 2.5%
- Effective the pay period including July 1, 2017: 2.5%

11.00 HOLIDAYS

11.01 Holidays Observed by the City

Holidays observed by the City shall be:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Lincoln's Birthday	February 12
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Admissions Day	September 9
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November

Friday after Thanksgiving Day	Friday following 4 th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees shall be allowed the last half, up to four (4) hours, off on the work day immediately preceding the day on which New Year's Day is observed. An employee unable to be released for this time shall receive four (4) hours of compensatory time or vacation leave.

If any of the above holidays fall on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the previous Friday shall be observed as a holiday. If a holiday falls on an employee's regular day off, an employee shall be entitled to equivalent time off at a later date, and such time shall be credited to the employee's compensatory time off at straight time rate.

11.02 Holidays for Certain Part-Time Employees

Part-time employees hired into positions budgeted for twenty (20) or more hours per week shall be eligible to receive holiday pay. For each holiday observed by the City, the amount of holiday pay or credit provided to part-time employees shall be based upon the employee's regular work schedule, i.e., the average number of hours worked each week divided by five (5).

For the purposes of New Year's Eve holiday, part-time employees shall be afforded time off pursuant to the above provisions at the rate of one-half (½) hour leave for each full hour of leave granted full-time employees.

11.03 Qualifying for Holiday Pay

All employees who qualify for pay on holidays observed by the City shall receive holiday pay provided that an employee who fails to report for a scheduled work shift on any of such holidays shall receive no pay; and provided also that in order to qualify for such paid holidays the employee must report for work on both his or her last regular work day immediately preceding the holiday and on the first regular work day following a holiday, and unless the employee so reports employee shall receive no pay for such holiday. As an exception to the foregoing an employee who does not report for work as herein provided shall receive holiday pay if the reason for such absence is a bona fide illness supported by a statement from the attending physician or for another legitimate reason.

11.04 Compensation for Holidays Worked

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

Any work performed on the above holidays (other than Saturday) shall be paid for at the rate of time and one half (1½) the straight time rate or time off with pay at time and one half (1½) the straight time rate; provided that employees who are entitled to pay for any such holidays if not worked shall receive such holiday pay in addition to the time and one half (1½) they are paid for working. Work performed on a Saturday holiday shall be compensated for by an equivalent credit to vacation leave, in addition to any overtime credit which may apply.

For those employees who work in a department where other employees not covered by this Memorandum of Understanding are compensated at the rate of time and one half (1½) for working on a Saturday which is a holiday observed by the City, in addition to pay for such holiday, the employees covered by this Memorandum of Understanding shall be compensated

at the rate of time and one half (1½) for working on a Saturday holiday observed by the City in addition to pay for such holiday. There shall be no pyramiding of overtime.

12.00 VACATIONS

12.01 Vacation Leave Policy

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

If an employee exhausts his or her vacation leave, the employee may apply for another eligible paid or unpaid leave (excluding sick leave) as provided for in this Memorandum of Understanding. If vacation leave is approved and then it is determined that the employee does not have enough vacation leave available to cover the request and no other leave is requested, payroll will deduct the excess time from another eligible paid leave balance. No vacation leave accruals will be credited in advance. No vacation leave will be earned while on an unpaid leave.

If vacation leave is used to remain in a paid status while on approved leave under the Family Medical Leave Act/California Family Rights Act or Pregnancy Disability Leave, the vacation hours used will run concurrently with the state and/or federal leave entitlement

12.02 Vacation Leave Allowance for Full-Time Employees

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

Vacation accrual schedule for employees who are budgeted and work full-time are as follows:

<u>Years of Service</u>	<u>Per 80-Hr Period</u>	<u>Hourly Equivalent</u>	<u>Annual</u>
Up to 5 yrs	3.08 hrs	0.0385 hr.	80 hrs.
From 5 to 9 yrs.	4.62 hrs	0.0578 hr.	120 hrs.
From 10 to 19 yrs.	6.16 hrs.	0.0770 hr.	160 hrs.
From 20 yrs.	7.70 hrs.	0.0963 hr.	200 hrs.

An employee will accrue at the next highest benefit level on his or her corresponding anniversary date. For purposes of crediting service time for vacation accruals, a former employee who is reinstated within one (1) year from the date of his or her date of separation shall receive credit for his or her prior service in a probationary and regular appointment. No service time in a temporary, provisional, or contract appointment will be credited.

Vacation leave can be accrued but shall not be granted during the first three (3) months of service. The increases in vacation leave allowance provided above shall be granted on the basis of full time, continuous service. An approved leave of absence shall not constitute a break in service for the purpose of this section, but vacation leave shall not be earned during any period of unpaid absence.

As an exception to the foregoing, the City Manager or designee is authorized to place a new employee at a position in the vacation schedule which recognizes that said employee has left a similar position with another employer where he or she had substantial vacation benefits. The provisions of this paragraph are intended to apply in those instances where recruiting difficulties are encountered or anticipated in the filling of a vacant position.

Vacation leave shall continue to be earned during other authorized leaves with pay. When a holiday falls during an employee's absence on vacation leave, it shall not be deducted from his or her accrued leave.

The maximum vacation accrual cap shall be twice the employee's annual allowance plus forty (40) hours. The vacation accrual cap shall be maintained on a continuous per pay period basis. Exceptions may be permitted on approval of the City Manager or designee. In granting such exceptions the City Manager or designee may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue. It shall be the responsibility of each employee to insure the full use of vacation leave credits received by scheduling the necessary time off each year.

12.03 Vacation Accruals for Certain Part-Time Employees

Only those employees hired into positions budgeted for twenty (20) or more hours per week and who work twenty (20) or more hours per week shall be eligible for vacation leave. Eligible part-time employees other than temporary and provisional shall accrue vacation leave benefits each payroll period based upon the number of hours the employee actually works. The hourly equivalent rates are as follows:

<u>Years of Service</u>	<u>Hourly Equivalent</u>
Up to 5 yrs.	0.0385 hrs
From 5 to 9 yrs.	0.0578 hrs
From 10 to 19 yrs.	0.077 hrs
From 20 yrs.	0.0963 hrs

Notwithstanding the foregoing, employees who are hired in part-time status and full-time employees who assume part-time status shall accrue vacation benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll period. In order to be eligible for this benefit employees must consistently work a half-time schedule or more. The amount of vacation so accrued shall be proportionate to that earned by full-time employees in the same payroll period. The vacation accrual schedule specified in Section 12.02 of this Memorandum of Understanding will be used for purposes of prorating vacation leave.

The use of vacation shall be subject to the provisions of Section 12.01, 12.02, 12.03 and 12.04 of this Memorandum of Understanding. The maximum vacation accrual cap shall be twice the annual allowance plus forty (40) hours. Exceptions to the foregoing may be permitted pursuant to the provisions of Section 12.02 of the Memorandum of Understanding.

Vacation leave can be accrued but shall not be granted during the first three (3) months of service. Vacation is accrued for all regular hours worked and shall continue to be earned during other authorized leaves with pay.

12.04 Payment for Unused Vacation Leave

Leave time earned but unused at date of termination shall be added to final pay. If the employee owes the City for unearned leave, the actual time shall be deducted from final pay.

13.00 SICK LEAVE

13.01 Sick Leave Policy

Sick leave is a paid leave. Sick leave shall be allowed in case of an employee's bona fide illness or injury, or for an employee's doctor/health appointments. Sick leave shall be approved by the Department Director or designee.

Employees shall whenever possible make appointments for medical, dental, and other health and wellness purposes on non-work time. If this is not possible, sick leave may be used for these purposes for a minimum period of one-tenth hour (0.1) hour and should not exceed four (4) hours except in unusual circumstances.

In addition to the foregoing, sick leave may be used as family sick leave to care for an ill or injured family member or to take a family member to a doctor appointment. A family member is a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner as defined by California Labor Code 233. Up to half of his or her annual sick leave accruals per calendar year may be used as family sick leave by full-time employees. Part-time employees are allowed to use up to half of his or her annual sick leave accruals (based on his or her budgeted work schedule) per calendar year.

If an employee exhausts his or her sick leave, the employee may apply for another eligible paid or unpaid leave as provided for in this Memorandum of Understanding. If no other leave is approved, the leave will be documented as Unauthorized Leave Without Pay. No sick leave accruals will be credited in advance. Sick leave will not be earned while on an unpaid leave.

If sick leave is used for purposes that qualify under a State or Federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the State or Federal leave entitlement. If an employee is unable to return to work and has exhausted all of his or her leave entitlements, the employee may be retired for disability or separated.

13.02 Sick Leave Allowance for Full-time Employees

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

13.03 Sick Leave Allowance for Part-time Employees

Only those part-time employees hired into positions budgeted for twenty (20) or more hours per week and who work twenty (20) or more hours per week shall be eligible for sick leave. The amount of sick leave accrued by part-time employees shall be proportionate to the hours worked.

The use of sick leave so earned by part-time employees shall be subject to the provisions of Sections 13.01, 13.03, 13.04, 13.05 and 13.06 of this Memorandum of Understanding. Eligible part-time employees who are scheduled to work, but who are unable to do so because of illness, shall be charged sick leave in an amount equal to the number of hours of work for which they were scheduled on the day(s) they were unable to work due to illness.

The use of sick leave shall not be permitted for part-time employees during the first three (3) months of service. Sick leave can be accrued but shall not be granted during the first three (3) months of service. Sick leave is accrued for all regular hours worked and shall continue to be earned during other authorized leaves with pay.

13.04 Sick Leave Notice and Certification

In order to receive compensation while absent on sick leave, employees or someone in their behalf, shall notify the immediate supervisor prior to or within two (2) hours after the time set for reporting to work. Department Directors or designees may waive this requirement upon presentation of a reasonable excuse by the employee.

Employees shall file a personal affidavit or physician's certificate with their supervisor if required by their Department Director or designee, stating cause of absence. After five (5) consecutive working days' absence, the employee's supervisor may require a physician's certificate. If employees become ill while on vacation, periods of illness may be charged to sick leave upon presentation of a physician's certificate. In case of frequent use of sick leave employees may be requested to file physician's certificates for each illness, regardless of duration. A physician's certificate needs to include the name and signature of the attending physician, the date and time the employee was seen by the physician, and the physician's certification that the illness or injury was of such nature to prevent the employee from performing his or her job. Employees may also be required to take an examination by a physician designated by the City and to authorize consultation with their own physician concerning their illness. Sick leave shall not be granted for absences caused by intoxication or excessive use of alcoholic beverages. As an exception to the foregoing, sick leave may be authorized for the treatment of alcoholism or substance addiction when such condition has been diagnosed by a competent medical authority.

13.05 Sick Leave Records

Sick leave records shall be maintained through the payroll system. After an absence is approved as sick leave, it shall be deducted from an employee's sick leave balance. If at time of separation an employee owes the City for unearned sick leave, the actual time shall be deducted from final pay. Upon separation of employees, sick leave balance for which payment has not been made shall be canceled, and shall not be restored if a former employee is reinstated. Refer to Section 3.06 for treatment of sick leave upon layoff.

13.06 Payment for Unused Sick Leave

Any full time employee leaving the employment of the City in good standing after having completed twenty (20) years of continuous service, or upon retirement from the City for service

or disability, or upon termination of employment by reason of death, shall receive payment for a portion of that sick leave earned but unused at the time of separation. The amount of this payment shall be equivalent to one percent (1%) of sick leave earned but unused at the time of separation times the number of whole years of continuous employment times an employee's hourly rate of pay at the time of separation.

For the purpose of this computation, the hourly rate of pay for an employee who works a forty (40) hour week shall be his or her annual salary including any City-paid employee PERS contribution divided by 2080 hours. Payment of unused sick leave for part-time employees shall be based upon the hourly rate of pay in effect at the time of separation including any City-paid employee PERS contribution. That portion of an employee's sick leave balance for which payment is not provided shall be canceled, and shall not be restored if said employee is reinstated.

14.00 MISCELLANEOUS LEAVES

14.01 Bereavement Leave

All full time employees other than temporary and provisional employees shall be granted bereavement leave with pay for not more than three (3) work days upon the occasion of the death of a close relative or a domestic partner registered with the City in a manner prescribed by the Human Resources Department. When additional time is desired, employees may be allowed to take accumulated vacation or compensatory time off as approved by their Department Director or designee. For the purpose of this Section a close relative is defined as any relation of the employee, by blood or marriage, including registered domestic partners, where one (1) or more of the following conditions are present:

- A. The employee will be attending the funeral or memorial of the deceased;
- B. The employee is responsible for or involved with funeral or memorial arrangements and/or estate settlement for the deceased;
- C. The employee's relationship with the deceased was of a close and personal nature such that time is required by the employee to deal with his or her bereavement or to participate in memorial services, either religious or non-sectarian.

The City may require an employee when requesting such leave, to certify to the Department Director or a designee that the conditions for granting bereavement leave have been satisfied. Such certification may include, but is not limited to, a published obituary, a police report, a death certificate, a church/temple/synagogue bulletin, a prayer card, a newspaper article or funeral announcement. Upon presentation of such a request the Department Director or designee shall determine whether leave shall be granted and in what amount. Additional funeral leave of two (2) workdays for travel purposes not to exceed a total of five (5) work days may be granted by the Department Director or designee when circumstances warrant the same.

14.02 Bereavement Leave for Part-Time Employees

Part time employees as defined in Section 12.03, first paragraph, shall also be entitled to bereavement leave as defined in Section 14.01. Part-time employees who work a schedule of twenty (20) or more hours per week shall be granted bereavement leave with pay as necessary

on the same basis as full-time employees except that the leave amount shall be prorated based on hours worked not to exceed the number of days provided to full time employees.

14.03 Jury Leave

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

Any employee scheduled to begin service on a jury three (3) or less hours from the start of his or her work shift shall not be required to report to work beforehand. Any employee released from jury duty with four (4) or more hours remaining in his or her scheduled work shift shall then report to work; provided, however, in no event shall this combination of jury duty and work time exceed the total number of hours of the employee's regularly scheduled shift. The City shall afford the employee reasonable travel and meal time in cases where the employee reports to or from work from or to jury duty.

14.04 Military Leave

Military leave shall be administered in accordance with the provisions of Federal and/or State law.

14.05 Industrial Disability Leave

For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, temporary disability compensation benefits at the rate of sixty-six and two-thirds percent (66.67%) of the employee's base pay shall be the basic remuneration during the employee's period of disability. Compensation under this Act will be provided through payroll or the City's third party administrator. Employees may elect to use their own personal paid leave to supplement any worker's compensation benefits received. If any paid leave is used, the employee must contact Human Resources Department and integrate the leave with the temporary disability benefits paid under this Act, so that compensation does not exceed one hundred percent (100%) of an employee's regular pay.

Leaves of Absence

14.06 Department Director Authorized Leave

A Department Director, upon written request of a full-time or part-time employee other than temporary or provisional employees, may grant authorized leave under this provision for a maximum of eighty (80) hours per calendar year. An employee will continue to receive health benefits but is still responsible for any out-of-pocket expenses. No leave accruals will be earned. If the leave is requested for purposes covered by a State or Federal leave law such as but not limited to School Issues and Activities Leave, the leave will be approved if required by law. If Leave Without Pay is used for purposes that qualify under a State or Federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will be administered in accordance with City Administrative Rule 2.45 and count toward the State or Federal leave entitlement. If an employee is unable to return to work and has exhausted all of his or her leave entitlements, the employee may be retired for disability or separated.

The employee may be required to deplete his or her paid leave balances before requesting this leave.

14.07 City Manager Authorized Leave

The City Manager or designee, upon written request of a full-time employee other than temporary and provisional employees, may grant for the good of the service a leave of absence for a maximum period of one (1) year.

Leaves hereby authorized shall include medical leaves, educational leaves, parental leaves, and leave for any other purpose promoting the good of the service. Part-time employees are eligible for leaves of absence on a pro-rata basis (e.g., half-time employees are eligible for one-half (½) the leave of absence duration of a full time employee, i.e. a maximum of six (6) months duration). Whenever granted, such leave shall be in writing and signed by the City Manager or designee.

Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty shall terminate the employee's right to be reinstated.

All eligible paid leaves must be exhausted during any leave granted under this provision. Should the employee exhaust their leave balances while on the leave, all remaining time will be without pay. If a Leave of Absence is used for purposes that qualify under a State or Federal leave law, such as Family Medical Leave Act/California Family Rights Act or Pregnancy Disability Leave, the leave taken under this provision will count towards the State or Federal leave entitlement. If an employee is unable to return to work and has exhausted all of his or her leave entitlements, the employee may be retired for disability or separated. No benefits will be provided during this period except in those instances when it is required by law. Health coverage may be continued but at the employee's own cost.

Requests for parental leave of six (6) months or less shall be approved unless the granting of such leave is deemed to work hardship upon the City. Upon request of the employee and approval of the City Manager, up to six (6) additional months of unpaid parental leave of absence may be granted for a total not to exceed twelve (12) months. While in an unpaid parental leave status, those employees with two (2) or more continuous years of service shall be entitled to continuation of the City's contributions for group medical insurance and group term life insurance. Said payments shall be made for a period not to exceed four (4) months.

The City Manager may grant an extension of an approved educational leave of absence without pay for an additional period, said extension not to exceed one (1) year.

Whenever granted, leaves of absence shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty, shall terminate his or her right to be reinstated.

All eligible paid leaves must be depleted before this leave is taken. If Leave of Absence is used for purposes that qualify under a State or Federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave, the leave taken will count toward the State or Federal leave entitlement. If an employee is unable to return to work and has exhausted all of his or her leave entitlements, the employee may be retired for disability or separated. No benefits will be provided during this period except as provided below. Health coverage may be continued but at the employee's own cost.

Employees who are out on a bona fide work related injury or illness or who are waiting for a determination on his or her CalPERS disability retirement application, will be placed on a Leave of Absence. However, employees on Workers' Compensation or waiting for a CalPERS disability retirement determination will continue to receive health benefits but are still responsible for any out of pocket expenses.

14.08 Absence Without Leave

No employee shall be absent without leave except in case of sickness and emergency which prevents the employee from providing notification. Within twenty-four (24) hours of the time required to report for duty an employee shall notify his or her Department Director or designee of inability to report. Failure, without cause, to give this proper notification or to report for duty as scheduled after a leave has expired shall be cause for disciplinary action.

14.09 Family and Medical Leave/California Family Rights Act

Employees may be eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in City Administrative Rule 2.45, as that rule may be revised.

14.10 Pregnancy Disability Leave

This provision shall be in compliance with all applicable State and Federal laws and is governed by the City of Hayward, Administrative Rule 2.45.

14.11 Parental Leave

Employees shall be granted forty (40) hours leave with pay at their current straight time hourly rate upon the birth of a child, or when a child begins residence with an employee who has commenced adoption proceedings with full intent to adopt. Part-time employees hired into positions budgeted for twenty (20) or more hours per week and who consistently work twenty (20) or more hours per week shall be granted proportionate leave based upon their work schedules. Leave must be taken within one year from the date of birth or placement of the child.

Parental leave taken will count toward any applicable State or Federal leave entitlement, such as Family Medical Leave Act/California Family Rights Act.

14.12 Catastrophic Injury/Illness Time Bank

Upon approval of the City Manager or designee, a time bank may be established for the benefit of an employee who is incapacitated by a catastrophic illness or injury. The intent of this program is to assist catastrophically ill or injured employees who have exhausted all available paid accruals to maintain paid status as long as possible. Catastrophic injury or illness is defined as a medically certified, severe, and disabling non-industrial condition resulting in an employee's inability to work. Employees may submit requests to donate earned vacation and/or compensatory time on a voluntary basis subject to the conditions listed below:

- A. Employees initially eligible to receive leave contributions must have exhausted all other leave balances available, including earned vacation, earned sick leave and accrued compensatory time.

- B. State and Federal income tax on the value of leave donated shall be deducted from the recipient employee's pay at the time of crediting.
- C. Leave hours that are credited as sick leave to the recipient, shall not be reversible.
- D. Hours requested to be donated shall be kept in a pledge status until used; shall be credited on a monthly basis as sick leave; and shall be subject to the provisions of this Memorandum of Understanding regarding the use and payment of same. Donations shall be credited in the following order:
 - 1. From donors whose vacation accruals are at or within sixteen (16) hours of the maximum allowed for their classification; then
 - 2. From other donors in random order, to be determined on a draw basis by the Human Resources Department; and
 - 3. Donation requests shall be credited in the order specified above in subsequent month(s).
- E. Donated leave time shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's straight time hourly rate of pay. Recipient employees shall not be credited with more than one hundred percent (100%) of their normally scheduled hours for any given pay period.
- F. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.
- G. Recipient employees shall be credited with up to forty (40) hours of donated time upon return to work, provided that sufficient hours remain in pledge status during the pay period immediately preceding the return to work date. All undonated, pledged hours exceeding forty (40) hours shall be returned to the respective donors.
- H. In the event of the death of the recipient, his or her designated beneficiary shall receive payment for hours credited as donated. Hours remaining in pledge status are not subject to payout to the beneficiary, and shall be returned to the donor(s).
- I. Any leave used for purposes that qualify under a State or Federal leave law, such as Family Medical Leave Act/California Family Rights or Pregnancy Disability Leave will count toward any state or federal leave entitlement. If an employee is unable to return to work and has exhausted all of his or her leave entitlements, the employee may be retired for disability or separated.

This provision shall also allow the use and donation of catastrophic leave to employees who need paid time off to care for a catastrophically injured or ill dependent. The use of this leave is limited to a one (1) year period for establishment of any Catastrophic Injury/Illness Time Bank. Upon approval of the City Manager or designee, a time bank may be established for the benefit of an employee who has a dependent who is incapacitated by a catastrophic illness or injury. A dependent is defined as a legal spouse, registered domestic partner, legal child under the age of twenty-six (26), or legal child of a registered domestic partner under the age of twenty-six (26).

An employee must provide a signed medical certification from the treating physician of his or her dependent stating that the employee's dependent has a severe and disabling injury or illness and indicating the amount of time he or she would need to be off to care for his or her dependent.

An employee shall not be credited with more than one hundred percent (100%) of his or her normally budgeted hours for any given pay period. In no event shall an employee receive donated paid leave in addition to any paid benefit provided to the employee for time off to care for his or her dependent, such as but not limited to, paid family leave, that will result in the employee receiving more than one hundred percent (100%) of the employee's base salary for the pay period. Records of any paid benefit provided to the employee for time off to care for his or her dependent must be provided by the employee to Payroll for integration with catastrophic leave.

Employees can donate paid leave to an employee who has a dependent with a catastrophic injury/illness under the same terms and conditions as for an employee who has a catastrophic injury/illness.

Employees can utilize catastrophic leave for up to a one (1) year period. The period starts for the first day of use of catastrophic leave. For example, if catastrophic leave starts on July 1, 2010, it can only be used up until June 30, 2011. Leave can be taken on an intermittent basis if approved by the City Manager or designee but will not exceed catastrophic leave usage past the one (1) year leave period.

Any leave used for purposes that qualify under a State or Federal leave law, such as Family Medical Leave Act/California Family Rights Act/Pregnancy Disability Leave will count toward any State or Federal leave entitlements. If an employee is unable to return to work and has exhausted all of his or her leave entitlements, the employee may be retired for disability and/or separated.

15.00 GRIEVANCES

15.01 Definition

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding or disciplinary actions.

15.02 Grievance Procedure

Grievances shall be processed in the following manner:

- A. The grievance shall be presented either by the employee or by an authorized Union representative to the designated supervisor of the employee within ten (10) working days after the cause of such grievance occurs.
- B. The designated supervisor shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative to the Department Director or designee.

- C. The Department Director or designee shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative to the City Manager or designee.
- D. If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and three (3) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least four (4) members of the Board.
- E. If an Adjustment Board is unable to arrive at a majority decision, then within thirty (30) calendar days of any decision by the Adjustment Board, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager or designee. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.
- F. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City of Hayward. It is the intent of this provision that Adjustment Board and Arbitrator Awards be implemented.

Note: Time limits for filing and processing grievances may be extended in writing and by mutual agreement of the parties involved during any phase of the grievance process.

- G. When the City and the Union agree that a dispute to be arbitrated is of a nature not requiring the full arbitration procedure including a formal record, an expedited arbitration may be used by agreement of the parties.

When an expedited arbitration is mutually agreed upon, the parties will jointly request a list of arbitrators from the State Mediation and Conciliation Services. The parties will mutually agree to a method to begin striking the names off of the list until one arbitrator remains.

15.03 Authority of Arbitrator and Adjustment Board

No Adjustment Board and no arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by this Union and unless such dispute falls within the definition of a grievance as set forth in subsection 15.01.

15.04 No Modifications to Memorandum of Understanding

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in

connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

15.05 Grievance Involving Disciplinary Action

No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the Human Resources Director within ten (10) working days of the time at which the affected employee was notified of such action.

15.06 Grievance Involving Payment of Compensation

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

15.07 Options

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter.
- B. All grievances of employees in representation units represented by the Organization shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (D) or (E) of subsection 15.02 above shall be taken unless it is determined that the employee is not availing himself or herself of such option.
- C. No action under paragraph (D) or (E) of subsection 15.02 above shall be taken if action on the complaint or grievance has been taken by the Personnel Commission, or if the complaint or grievance is pending before the Personnel Commission.

15.08 Stewards

The Union shall provide the City Manager or designee with timely written notification of any change in the names of unit executive board members and stewards. A steward and one (1) alternate steward shall be appointed by the Union in each of the following work units; provided, however, that only one (1) steward may be involved in the processing of a grievance.

- 1. Office of the City Manager
- 2. Development Services
- 3. Library and Community Services
- 4. Utilities and Environmental Services
- 5. Public Works - Engineering and Transportation
- 6. Finance and Information Technology
- 7. Police and Fire

Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If the aggrieved employee desires the assistance of a steward as provided in Steps A, B, C or D of the grievance procedure, the City shall afford said steward reasonable time off during working hours without loss of compensation or other benefits to investigate and take up said grievance. The grievant and/or the area steward shall obtain the specific approval of the Department Director or, in the latter's absence, another authorized City management official before leaving their duties or work situation or assignment for the purpose of investigating and/or processing a grievance.

16.00 NO STRIKE

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

17.00 EXAMINATIONS

17.01 Examination Announcements for Job Openings within the Representation Unit

Examination announcements for job openings within the representation unit shall be posted on official bulletin boards for at least a two (2) week period prior to the filing deadline. A copy of each examination announcement shall be provided to the Union at the time of the posting.

17.02 Participation in Promotional Examinations and Examinations for Professional Certification

Employees who participate in promotional examinations which are scheduled by the City during the employees' scheduled working hours shall do so without loss of compensation. Employees taking examinations required for professional certification in their field when such certification is directly related to their current employment with the City shall be granted release time when such examinations are given during working hours.

17.03 Seniority List

The City shall maintain a current seniority list in the Human Resources Department which may be inspected during normal working hours.

18.00 MISCELLANEOUS PROVISIONS

18.01 Personnel Files

Employees shall be allowed to review the contents of their personnel files upon request. Access to such personnel files by an employee's designated representative will be permitted provided the employee authorizes such access in writing. After a period of two (2) years, employees may file a request for removal of disciplinary materials provided there has been no repetition of the behavior giving rise to the disciplinary action, no additional reprimand or disciplinary actions for any other cause have been filed during the intervening two (2) years, and there is no legal impediment to complying with the request. Such requests shall be reviewed by the Human Resources Director who shall grant or deny the request based upon considerations of the severity of the original infraction, advice of the Department Director and subsequent performance by the employee.

18.02 Workplace Safety

The City agrees to provide a safe place to work consistent with the requirement to conduct efficient operations. The City will attempt to have all harmful substances used in the workplace labeled with an appropriate warning as to the hazardous properties of the contents, precautions to be taken, and antidotes to be used in the event of over-exposure. Manufacturer's labels which address these concerns shall satisfy the foregoing requirements.

18.03 Safety Equipment

Upon recommendation of the Department Director, and approval of the City Manager, an employee may be reimbursed for the purchase of prescription safety glasses in an amount not to exceed one hundred and twenty five dollars (\$125) per calendar year. This amount shall not apply to fees for eye examinations or prescriptions, and shall be available only to those employees who are required to wear safety glasses by reason of exposure to potential eye injury during the course of the performance of job duties.

Employees working in the classifications listed below may be reimbursed for the purchase or repair of safety shoes/boots in an amount not to exceed two hundred dollars (\$200) per calendar year. Employees will be required to wear such safety shoes/boots while performing field work and/or lab work. Specific safety shoe/boot requirements for each class will be defined by employees and supervisors of that class prior to commencement of the program.

Assistant/Associate Civil Engineer	Police Identification Specialist
Assistant/Associate Transportation Engineer	Property Rehabilitation Specialist
Associate Transportation Planner	Real Property Associate
Building Inspector	Recycling Specialist
Code Enforcement Inspector I/II	Senior Building Inspector
Construction Inspector	Senior Code Enforcement Inspector
Development Review Specialist	Senior Property Rehabilitation Specialist
Engineering Technician	Senior Water Pollution Source Control Inspector
Environmental Specialist	Surveyor
Hazardous Materials Investigator	Traffic Signal Technician
Laboratory Technician	Water Pollution Source Control Inspector

Rain gear may be furnished to an employee when, in the judgment of the Department Director, an employee's exposure to inclement weather in the performance of his or her duties warrants same.

18.04 Uniform Allowance

An annual uniform allowance shall be paid to each employee in the following classifications:

Police I.D. Specialist – two hundred and seventy five dollars (\$275).

18.05 Notice of Disciplinary Action

The City agrees to provide the Union with a copy of the Notice of Intended Disciplinary action furnished to an employee.

18.06 Pre Retirement Counseling

The Human Resources Department will continue to provide, upon request, pre retirement counseling for employees.

18.07 Americans With Disabilities Act (ADA)

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

18.08 Notice of Temporary Appointments

Every six (6) months, the City will provide notice to the Union of all temporary appointments, including a list of persons serving in temporary positions and the dates upon which they commenced employment.

18.09 Dignity Clause

Any employee dissatisfied with working conditions or any other phase of his or her employment shall discuss the problem initially with his or her immediate supervisor. The employee may thereafter take his or her complaint to the Department Director, Director of Human Resources, and the City Manager.

The decision of the Department Director, Director of Human Resources and the City Manager shall not be subject to the grievance procedure in this Memorandum of Understanding.

18.10 Health and Wellness

The City will reimburse employees for expenses associated with health and wellness programs. This reimbursement may be used for recurring monthly fees associate with gym or health club memberships, fitness classes (such as yoga, Zumba, or similar), personal trainers, weight loss programs (such as Weight Watchers, Jenny Craig, or similar), short or long term disability plans or other health and wellness related expenses. Requests must be made in writing and submitted with receipts. Requests for reimbursement must be submitted within thirty (30) days of payment by employee. All full-time Local 21 employees shall be eligible to receive a maximum of fifty dollars (\$50) per month for these purposes.

Expenses reimbursed under this program are subject to the approval of the Director of Human Resources and the City Manager.

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

18.11 Professional Development Reimbursement

The City agrees to reimburse employees for professional development. This reimbursement may be for career development resources such as attendance to conferences, training courses, software, the purchase of books, subscriptions to professional journals or magazines, computers and electronic devices, dues to professional organizations, applications or examination fees associated with registration or certification, and expenses related to professional development including research and training.

Prior to incurring any expense from the professional development fund, employees shall submit a request in writing to the Human Resources Department for preliminary review. Expenses reimbursed under this program are subject to recommended approval of the Director of Human Resources and final approval of the City Manager or designee.

The City will reimburse employees up to two hundred and fifty dollars (\$250) for approved purchases made during that fiscal year. All receipts for reimbursement, regardless of aggregate value, must be submitted prior to the end of the fiscal year, no later than June 1st.

19.00 EDUCATION AND PROFESSIONAL DEVELOPMENT

The City's policy of reimbursing employees who voluntarily engage in educational and/or professional development activities beneficial to both the City and themselves, shall be continued without change for the duration of this Memorandum of Understanding. This policy contemplates the future growth and development of the City and its employees through encouragement and financial aid to those individuals who seek to increase their knowledge, improve their skills, and obtain non-required licenses.

A. Eligibility

1. Any full-time or part-time, permanent employee with at least three (3) months service may apply. Employees in temporary or provisional status are not eligible.
2. Any employee who qualifies for GI benefits for the proposed course of study will be eligible only for reimbursement of that portion of tuition that is not covered by GI benefits.

B. Required Qualifications

1. Application may be made only for attendance at a school of recognized educational standing, including correspondence schools.
2. Selected subjects and/or professional licenses not required for the position must relate directly to the employee's present job, or to reasonably predictable future job with the City. These include:
 - a. Technical or non-technical courses of immediate benefit to the employee and City in the performance of present assignments or in qualifying for promotion within the present field of specialization.
 - b. Technical or non-technical courses outside employee's current field of specialization, but related to either fields of specialization within the department or to a logical program of personal development and progression in a related field.

C. Procedures

1. Prior to enrolling in a class course or otherwise incurring an expense for professional development, the employee shall submit a completed Application for Educational Reimbursement to the Human Resources Department for preliminary review. The Human Resources Department will review the application and notify the employee's immediate supervisor and/or the affected Department Director as necessary. The Human Resources Department shall then inform the employee and the Union if the employee's application for reimbursement is approved or denied. If denied, either the Department Director or designee or Human Resources Director or designee shall provide the rationale in writing to the employee within seven (7) days. Appeals of denials of educational reimbursement under this section may be made to the City Manager or designee.
2. In order to receive financial benefits an employee will be expected to complete an approved subject with a satisfactory degree of proficiency. An employee will be considered as having completed a subject when the employee concludes a term for which the educational institution quotes tuition fee and rates proficiency.
3. While it is normally anticipated that reimbursement for 100% of the tuition or fee, including any enrollment or laboratory fees, will be provided by the City, a lesser percent may be stipulated based upon degree of appropriateness of the subject matter. Reimbursement shall be made at the rate of fees, books and expenses charged at California State University, East Bay for comparable institutions and Chabot College for community college level courses.
4. If employees are required to engage in study of subjects that are required for the position, and are so directed by the City, the entire tuition and other specifically approved expenses will be considered training and development rather than covered under this educational reimbursement program.

The City shall also provide employees in Local 21 ten thousand dollars (\$10,000) each year for reimbursement of cost(s) related to educational activities described above and/or professional development described below as a supplement to any funds which may be available at the department level. A maximum of one thousand dollar (\$1,000) for full-time employees and five hundred dollars (\$500) for part-time employees of this supplement will be available to those employees applying for reimbursement each year during the term of this Memorandum of Understanding.

At the end of each fiscal year of this contract the City shall review the educational reimbursement account to determine if the current funding is adequate. In the event funding of the account is not adequate, the City shall meet with Local 21 to discuss funding adjustments.

Allowable professional development expenses include, but are not limited to, the following:

- A. Membership dues and fees to professional organizations;
- B. Registration fees and associated expenses for attendance at professional meetings, conferences, and seminars; and
- C. Tuition and textbook reimbursement for classes, courses, workshops, seminars, and conferences.

20.00 SEPARABILITY OF PROVISIONS

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section,

clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

21.00 EFFECTIVE DATE OF MOU

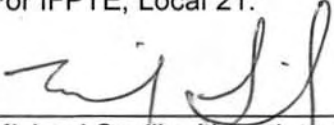
This Memorandum of Understanding shall be effective as of October 20, 2015 except for those provisions which have been assigned other effective dates as herein above set forth.

22.00 DURATION OF MOU


This Memorandum of Understanding shall continue in full force and effect from October 20, 2015 through June 30, 2018 and will be renewed from year to year thereafter unless either party shall give written notice to the other of a desire to revise or terminate this Memorandum of Understanding not less than sixty (60) days prior to June 30, 2018.

SIGNATURE PAGE

For IFPTE, Local 21:




Michael Seville, Negotiator



Cheryl Penick



Ramona Portillo-Bienemann



Michael Loconte

Keith Silva

For City of Hayward:

Fran David, City Manager

Nina S. Collins, Director of Human Resources

Made and entered into this _____ day of _____, 2015.

APPENDIX A: SALARY INCREASES

JCN	Classification Title	Step	10/19/2015	7/1/2016	7/1/2017
T210	Assistant Civil Engineer	A	38.82	39.79	40.78
		B	40.82	41.84	42.89
		C	42.91	43.98	45.08
		D	44.99	46.11	47.26
		E	47.23	48.41	49.62
T310	Assistant Planner	A	34.36	35.22	36.10
		B	36.04	36.94	37.86
		C	37.98	38.93	39.90
		D	39.83	40.83	41.85
		E	41.87	42.92	43.99
T235	Assistant Transportation Engineer	A	38.82	39.79	40.78
		B	40.82	41.84	42.89
		C	42.91	43.98	45.08
		D	44.99	46.11	47.26
		E	47.23	48.41	49.62
T215	Associate Civil Engineer	A	45.06	46.19	47.34
		B	47.33	48.51	49.72
		C	49.63	50.87	52.14
		D	52.15	53.45	54.79
		E	54.69	56.06	57.46
T315	Associate Planner	A	41.87	42.92	43.99
		B	43.92	45.02	46.15
		C	46.11	47.26	48.44
		D	48.48	49.69	50.93
		E	50.80	52.07	53.37
T240	Associate Transportation Engineer	A	45.06	46.19	47.34
		B	47.33	48.51	49.72
		C	49.63	50.87	52.14
		D	52.15	53.45	54.79
		E	54.69	56.06	57.46
T225	Associate Transportation Planner	A	41.87	42.92	43.99
		B	43.92	45.02	46.15
		C	46.11	47.26	48.44
		D	48.48	49.69	50.93
		E	50.80	52.07	53.37
T410	Audio Video Specialist	A	28.15	28.85	29.57
		B	29.52	30.26	31.02
		C	31.03	31.81	32.61
		D	32.58	33.39	34.22
		E	34.13	34.98	35.85

T350	Building Inspector	A	35.61	36.50	37.41
		B	37.28	38.21	39.17
		C	39.18	40.16	41.16
		D	41.17	42.20	43.26
		E	43.87	44.97	46.09
T560	Certified Latent Print Examiner	A	42.65	43.72	44.81
		B	44.78	45.90	47.05
		C	47.02	48.20	49.41
		D	49.37	50.60	51.87
		E	51.84	53.14	54.47
T807	Chemist	A	38.48	39.44	40.43
		B	40.41	41.42	42.46
		C	42.43	43.49	44.58
		D	44.55	45.66	46.80
		E	46.77	47.94	49.14
T600	Code Enforcement Inspector I	A	31.24	32.02	32.82
		B	32.81	33.63	34.47
		C	34.44	35.30	36.18
		D	36.16	37.06	37.99
		E	37.98	38.93	39.90
T605	Code Enforcement Inspector II	A	34.37	35.23	36.11
		B	36.09	36.99	37.91
		C	37.89	38.84	39.81
		D	39.79	40.78	41.80
		E	41.78	42.82	43.89
T705	Community Programs Specialist	A	38.47	39.43	40.42
		B	40.47	41.48	42.52
		C	42.53	43.59	44.68
		D	44.62	45.74	46.88
		E	46.80	47.97	49.17
T245	Construction Inspector	A	34.56	35.42	36.31
		B	36.33	37.24	38.17
		C	38.03	38.98	39.95
		D	39.95	40.95	41.97
		E	41.98	43.03	44.11
T320	Development Review Specialist	A	36.61	37.53	38.47
		B	38.39	39.35	40.33
		C	40.47	41.48	42.52
		D	42.46	43.52	44.61
		E	44.62	45.74	46.88
T745	Economic Development Specialist	A	41.75	42.79	43.86
		B	43.85	44.95	46.07

		C	45.99	47.14	48.32
		D	48.33	49.54	50.78
		E	50.69	51.96	53.26
T780	Educational Services Coordinator	A	28.59	29.30	30.03
		B	30.03	30.78	31.55
		C	31.53	32.32	33.13
		D	33.10	33.93	34.78
		E	34.76	35.63	36.52
T200	Engineering Technician	A	30.81	31.57	32.36
		B	32.29	33.10	33.93
		C	33.93	34.78	35.65
		D	35.63	36.52	37.43
		E	37.33	38.26	39.22
T505	Environmental Specialist	A	42.65	43.72	44.81
		B	44.78	45.90	47.05
		C	47.02	48.20	49.41
		D	49.37	50.60	51.87
		E	51.84	53.14	54.47
T550	Family Counselor I	A	35.84	36.74	37.66
		B	37.62	38.56	39.52
		C	39.51	40.50	41.51
		D	41.32	42.35	43.41
		E	43.48	44.57	45.68
T510	Fire Protection Engineer	A	48.21	49.42	50.66
		B	50.55	51.81	53.11
		C	53.10	54.43	55.79
		D	55.86	57.29	58.72
		E	58.71	60.18	61.68
T464	Geographic Info System Technician I	A	32.81	33.63	34.47
		B	34.44	35.30	36.18
		C	36.16	37.06	37.99
		D	37.98	38.93	39.90
		E	39.87	40.87	41.89
T465	Geographic Info System Technician II	A	36.07	36.91	37.83
		B	37.87	38.82	39.79
		C	39.76	40.75	41.77
		D	41.74	42.78	43.85
		E	43.86	44.96	46.08
T460	Geographic Info Systems Coordinator	A	40.48	41.49	42.53
		B	42.50	43.56	44.65
		C	44.52	45.63	46.77
		D	46.76	47.93	49.13
		E	49.86	51.11	52.39

T300	Graphics/Planning Technician	A	28.96	29.68	30.42
		B	30.36	31.12	31.90
		C	31.97	32.77	33.59
		D	33.57	34.41	35.27
		E	35.20	36.08	36.98
T500	Hazardous Materials Investigator	A	40.63	41.65	42.69
		B	42.66	43.73	44.82
		C	44.79	45.91	47.06
		D	47.04	48.22	49.43
		E	49.37	50.60	51.87
T710	Homeownership Coordinator	A	36.67	37.59	38.53
		B	38.51	39.47	40.46
		C	40.37	41.38	42.41
		D	42.42	43.48	44.57
		E	44.50	45.61	46.75
T750	Housing Development Specialist	A	41.75	42.79	43.86
		B	43.85	44.95	46.07
		C	45.99	47.14	48.32
		D	48.33	49.54	50.78
		E	50.69	51.96	53.26
T415	Information Systems Support Technician	A	29.54	30.28	31.04
		B	31.01	31.79	32.58
		C	32.60	33.42	34.26
		D	34.22	35.08	35.96
		E	35.87	36.77	37.69
T430	Information Technology Analyst I	A	36.11	37.01	37.94
		B	37.91	38.86	39.83
		C	39.81	40.81	41.83
		D	41.80	42.85	43.92
		E	43.89	44.99	46.11
T435	Information Technology Analyst II	A	39.72	40.71	41.73
		B	41.70	42.74	43.81
		C	43.79	44.88	46.00
		D	45.98	47.13	48.31
		E	48.28	49.49	50.73
T424	Information Technology Technician I	A	32.81	33.63	34.47
		B	34.44	35.30	36.18
		C	36.16	37.06	37.99
		D	37.98	38.93	39.90
		E	39.87	40.87	41.89
T425	Information Technology Technician II	A	36.07	36.91	37.83
		B	37.87	38.82	39.79

		C	39.76	40.75	41.77
		D	41.74	42.78	43.85
		E	43.86	44.96	46.08
T305	Junior Planner	A	30.46	31.22	32.00
		B	32.07	32.87	33.69
		C	33.58	34.42	35.28
		D	35.26	36.14	37.04
		E	36.98	37.90	38.85
T805	Laboratory Technician	A	33.46	34.30	35.16
		B	34.72	35.59	36.48
		C	36.06	36.96	37.88
		D	37.54	38.48	39.44
		E	38.94	39.91	40.91
T790	Librarian I	A	28.62	29.34	30.07
		B	30.07	30.82	31.59
		C	31.56	32.35	33.16
		D	33.06	33.89	34.74
		E	34.76	35.63	36.52
T795	Librarian II	A	31.57	32.36	33.17
		B	33.15	33.98	34.83
		C	34.76	35.63	36.52
		D	36.52	37.43	38.37
		E	38.24	39.20	40.18
T785	Literacy Program Coordinator	A	28.62	29.34	30.07
		B	30.07	30.82	31.59
		C	31.56	32.35	33.16
		D	33.06	33.89	34.74
		E	34.76	35.63	36.52
T270	Noise Abatement Analyst	A	28.62	29.34	30.07
		B	30.07	30.82	31.59
		C	31.56	32.35	33.16
		D	33.06	33.89	34.74
		E	34.76	35.63	36.52
T715	Paratransit Coordinator	A	36.67	37.59	38.53
		B	38.51	39.47	40.46
		C	40.37	41.38	42.41
		D	42.42	43.48	44.57
		E	44.50	45.61	46.75
T325	Plan Checker	A	37.50	38.44	39.40
		B	39.48	40.47	41.48
		C	41.48	42.52	43.58
		D	43.46	44.55	45.66
		E	45.62	46.76	47.93

T335	Plan Checking Engineer	A	48.21	49.42	50.66
		B	50.55	51.81	53.11
		C	53.10	54.43	55.79
		D	55.86	57.26	58.69
		E	58.71	60.18	61.68
T555	Police ID Specialist	A	31.60	32.39	33.20
		B	33.18	34.04	34.89
		C	34.84	35.71	36.60
		D	36.60	37.52	38.46
		E	38.33	39.29	40.27
T455	Programmer Analyst	A	39.74	40.73	41.75
		B	41.68	42.72	43.79
		C	43.85	44.95	46.07
		D	46.01	47.16	48.34
		E	48.28	49.49	50.73
T725	Property Rehabilitation Specialist	A	38.47	39.43	40.42
		B	40.47	41.48	42.52
		C	42.53	43.59	44.68
		D	44.62	45.74	46.88
		E	46.80	47.97	49.17
T255	Real Property Assistant	A	32.30	33.11	33.94
		B	33.91	34.76	35.63
		C	35.54	36.43	37.34
		D	37.31	38.24	39.20
		E	39.19	40.17	41.17
T260	Real Property Associate	A	37.90	38.85	39.82
		B	39.88	40.88	41.90
		C	41.89	42.94	44.01
		D	43.92	45.05	46.18
		E	46.09	47.24	48.42
T800	Recycling Specialist	A	32.59	33.40	34.24
		B	34.20	35.06	35.94
		C	35.87	36.77	37.69
		D	37.70	38.64	39.61
		E	39.57	40.56	41.57
T355	Senior Building Inspector/Electrical	A	41.24	42.27	43.33
		B	43.44	44.56	45.67
		C	45.63	46.77	47.94
		D	47.79	48.98	50.20
		E	50.17	51.42	52.71
T360	Senior Building Inspector/Plumbing-Mechanical	A	41.24	42.27	43.33
		B	43.44	44.56	45.67

		C	45.63	46.77	47.94
		D	47.79	48.98	50.20
		E	50.17	51.42	52.71
T365	Senior Building Inspector/Structural	A	41.24	42.27	43.33
		B	43.44	44.56	45.67
		C	45.63	46.77	47.94
		D	47.79	48.98	50.20
		E	50.17	51.42	52.71
T610	Senior Code Enforcement Inspector	A	37.81	38.76	39.73
		B	39.71	40.70	41.72
		C	41.69	42.73	43.80
		D	43.78	44.87	45.99
		E	45.96	47.11	48.29
T250	Senior Construction Inspector	A	41.24	42.27	43.33
		B	43.44	44.56	45.67
		C	45.63	46.77	47.94
		D	47.79	48.98	50.20
		E	50.17	51.42	52.71
T330	Senior Plan Checker	A	41.24	42.27	43.33
		B	43.44	44.56	45.67
		C	45.63	46.77	47.94
		D	47.79	48.98	50.20
		E	50.17	51.42	52.71
T730	Senior Property Rehabilitation Specialist	A	42.31	43.37	44.45
		B	44.51	45.62	46.76
		C	46.77	47.94	49.14
		D	49.07	50.30	51.56
		E	51.47	52.76	54.08
T815	Senior Water Pollution Source Control Inspector	A	38.26	39.22	40.20
		B	40.25	41.26	42.29
		C	42.27	43.33	44.41
		D	44.27	45.38	46.51
		E	46.53	47.69	48.88
T265	Surveyor	A	36.65	37.57	38.51
		B	38.46	39.42	40.41
		C	40.38	41.39	42.42
		D	42.37	43.43	44.52
		E	44.51	45.62	46.76
T802	Sustainability Technician	A	31.83	32.63	33.45
		B	33.41	34.25	35.11
		C	35.08	35.96	36.86
		D	36.83	37.75	38.69
		E	38.68	39.65	40.64

T440	Technology Solutions Analyst I	A	36.11	37.01	37.94
		B	37.91	38.86	39.83
		C	39.81	40.81	41.83
		D	41.80	42.85	43.92
		E	43.89	44.99	46.11
T445	Technology Solutions Analyst II	A	39.72	40.71	41.73
		B	41.70	42.74	43.81
		C	43.79	44.88	46.00
		D	45.98	47.13	48.31
		E	48.28	49.49	50.73
T220	Traffic Signal Technician	A	30.81	31.58	32.37
		B	32.29	33.10	33.93
		C	33.93	34.78	35.65
		D	35.63	36.52	37.43
		E	37.33	38.26	39.22
T400	Video Assistant	A	-	-	-
		B	-	-	-
		C	-	-	-
		D	-	-	-
		E	15.45	15.84	16.24
T810	Water Pollution Source Control Inspector	A	34.77	35.64	36.53
		B	36.59	37.50	38.44
		C	38.25	39.21	40.19
		D	40.22	41.23	42.26
		E	42.22	43.28	44.36
T450	Web Specialist	A	39.16	40.14	41.14
		B	41.14	42.17	43.22
		C	43.18	44.26	45.37
		D	45.33	46.46	47.62
		E	47.60	48.79	50.01

SIDELETTER

Parity between Plan Checker, Building Inspector and Construction Inspector

In order to ensure fair and equitable compensation for the Employees of the City of Hayward, and in recognition of a proposal made by IFPTE Local 21 during the contract negotiations concluding in September 2015, the parties agree to continue to meet and discuss on the issue of parity between the Plan Checkers, Building Inspectors and Construction Inspectors during the life of the Memorandum of Understanding from 2015 to 2018.

At the call of either party, both sides will resume discussions in an effort to find a mutually agreeable solution to the possible parity issues between the three classes of professions. Impasse procedures under the MMBA are not applicable.

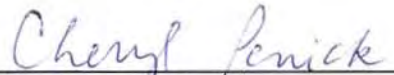
In recognition of an upcoming classification and compensation study planned by the City of Hayward, both parties will wait until such study is completed. However, should the study not be completed by January 2016, either party may invoke this Sideletter and begin discussions over the issue regardless of the status of the study.

Executed on this ____ day of _____, 2015 at Hayward, California.

For International Federation of Professional and Technical Engineers, Local 21:



Mike Seville, Negotiator



Cheryl Penick, Local 21 Chapter President

For the City of Hayward:

Fran David, City Manager

Nina S. Collins, Director of Human Resources

Miriam Lens

From: Howard Beckman
Sent: Tuesday, October 27, 2015 5:26 PM
To: Miriam Lens
Cc: Yolanda Cruz
Subject: Comments for city council hearing Oct. 27, 2015

TO: Hayward City Council (via city clerk)

RE: Council meeting Oct. 27, 2015, agenda item 7 -- subdivision for construction of dwellings at Eden Avenue

I am unable to attend tonight's council meeting, and apologize for this last-minute submission of comments, however I was frustrated in my efforts at more timely access to relevant documents.

Discussion

Today (Oct. 27) I inspected the meeting packet for tonight's council meeting at the city's main library. The packet includes supporting documents for item 7, including a "Mitigation Monitoring and Reporting Program" (Exhibit B). Mitigation Measure 6 therein (page 38) prescribes that "the developer shall cause to be recorded an avigation easement for each unit to the satisfaction of the Public Works Director prior to occupancy."

[1] The discussion of Mitigation 6 on page 38, citing the Final Environmental Impact Report for Mt. Eden Annexation as well as the City's General Plan EIR, states that "the project area is not impacted by significant noise levels from Oakland International Airport or Hayward Executive Airport." Yet the same paragraph concludes: "New home residents may experience some increased level of noises associated with airport operations, however, this impact would be a less than significant impact with mitigation." These statements are inconsistent with each other. Moreover, I could not find evidence for this latter conclusion in the supporting documents in the Oct. 27 meeting packet (which did not include the Mitigated Negative Declaration, nor was the MND available in the city's main library today). Where is the evidence that an avigation easement will actually reduce flight noise over the properties within the subdivision under consideration?

[2] An avigation easement is not an environmental mitigation measure. Such an easement can do nothing to reduce or modify noise from airport operations. The purpose of such an easement is to limit or preclude a cause of action against an airport owner for damages due to noise nuisance. Thus it only mitigates a liability of the City. That is not mitigation in the sense contemplated by the California Environmental Quality Act.

[3] An avigation easement is subject to the body of the common law of easements and cannot forever foreclose a cause of action by the property owner against the City. Yet that expectation is just what some aviation interests hope for. An avigation easement should not be used to cut off dialog with neighboring property owners.

[4] The City's purpose in proposing imposition of an avigation easement on properties in the new subdivision is that such an easement "would ensure disclosure and notification to future property owners of touch and go aircraft operations in the vicinity" (discussion of Mitigation 6 on page 38). If that is the concern of the City, disclosure of potential airport-related noise is mandated by state statute for new subdivisions like the one under consideration tonight, and the form of that disclosure is specified in detail by statute. To claim that an avigation easement is only for the purpose of disclosure to future property owners is to misrepresent the real nature and full consequences of such an easement. (The EIR for the Mt. Eden Annexation originally included a

requirement for avigation easements on new residences in the Mt. Eden area, but the requirement was deleted in response to criticism.)

[5] Mitigation Measure 6 requires the developer to record the avigation easement. Any such easement must be executed by the City, as it benefits only the easement holder (the City).

[6] The discussion of Mitigation 6 refers to Oakland International Airport, but why? Any avigation easement imposed by the City benefits only the City as airport owner and cannot benefit the Port of Oakland.

Recommendation

The City should remove the imposition of avigation easements from the list of environmental mitigation measures and from conditions of approval for the subject project. Otherwise, the City will be attempting to use an inappropriate legal instrument to achieve a reasonable goal (disclosure).

Howard Beckman, Esq.

Miriam Lens

From: Traci Cross
Sent: Tuesday, October 27, 2015 1:38 PM
To: CityClerk
Subject: Fwd: 10/27/15 - Council Agenda #11

Hello

I will not be able to attend tonight's meeting, however I wanted the record to show our support of item #11. Please ensure that the council members see my message below.

THX

----- Forwarded message -----

From: Traci Cross
Date: Tue, Oct 27, 2015 at 1:04 PM
Subject: 10/27/15 - Council Agenda #11
To:
Cc: Fran David <Fran.David@hayward-ca.gov>

Hello

I am sorry that I will not be able to be able to attend the council meeting tonight to show my support.

On behalf of Eden Youth and Family Center we want to let you know that we support the City of Hayward, Alameda County, Supervisor Valle's Office, and Hayward Area Recreation and Park District (HARD) for working together to build a great new center for the youth and families in South Hayward. Eden Youth and Family Center is excited to see the collaboration between the agencies and fully support the venture.

Thank you for your service in the City of Hayward!

Respectfully, Traci Cross

--
Traci Cross
Executive Director
Eden Youth and Family Center
680 W. Tennyson Road
Hayward, CA 94544

Main
Direct

**CITY COUNCIL MEETING
TUESDAY, OCTOBER 27, 2015**

DOCUMENTS RECEIVED AT MEETING

SantaRunSV.com



12.13.15



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Downtown San Jose - 3:00 pm, Sunday, Dec. 13

\$35 for long-sleeved athletic race shirt, bib & timing chip

\$40 includes above and 5-piece Santa costume



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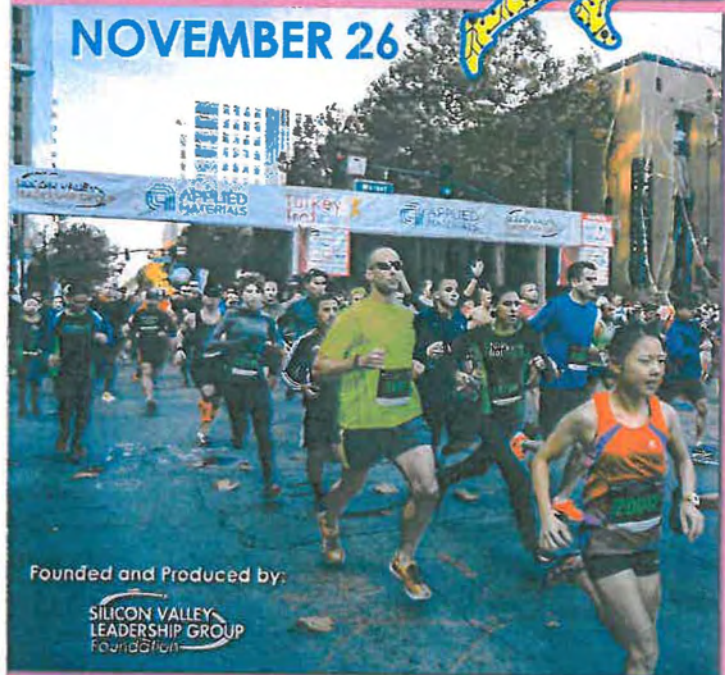


APPLIED MATERIALS
SILICON VALLEY

Turkey Trot 2015



NOVEMBER 26



Founded and Produced by:



5K Run/Walk, 10K Run & Kids Fun Run ages 2-7

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- Housing Trust Silicon Valley
- Second Harvest Food Bank of Santa Clara & San Mateo Counties
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Charlie Peters

*Hayward, California 94541
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John Urkov

(626) 575-6719

john.urkov@arb.ca.gov

A CA random Smog Check “secret shopper” audit, GMO fuel waiver & elimination of dual fuel CAFÉ credit can improve AB 32 mobil fleet toxic ozone, CO2 and NOx performance

CAPP contact: Charlie Peters

st



Clean Air Performance Professionals

AMA

American Motorcyclist Association

13515 Yarmouth Dr

Pickerington, OH 43147

Fax: (614) 856-1920

CAPP contact: Charlie Peters

\$68-billion California bullet train project likely to overshoot budget and deadline targets

By Ralph Vartabedian / Los Angeles Times / October 24, 2015

The monumental task of building California's bullet train will require punching 36 miles of tunnels through the geologically complex mountains north of Los Angeles.

Crews will have to cross the tectonic boundary that separates the North American and Pacific plates, boring through a jumble of fractured rock formations and a maze of earthquake faults, some of which are not mapped.

It will be the most ambitious tunneling project in the nation's history.

State officials say the tunnels will be finished by 2022 — along with 300 miles of track, dozens of bridges or viaducts, high-voltage electrical systems, a maintenance plant and as many as six stations. Doing so will meet a commitment to begin carrying passengers between Burbank and Merced in the first phase of the \$68-billion high-speed rail link between Los Angeles and San Francisco.

However, a Times analysis of project documents, as well as interviews with scientists, engineers and construction experts, indicates that the deadline and budget targets will almost certainly be missed — and that the state has underestimated the challenges ahead, particularly completing the tunneling on time.

"It doesn't strike me as realistic," said James Monsees, one of the world's top tunneling experts and an author of the federal manual on highway tunneling. "Faults are notorious for causing trouble."

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The California High-Speed Rail Authority hasn't yet chosen an exact route through the mountains. It also is behind schedule on land acquisition, financing and permit approvals, among other crucial tasks, and is facing multiple lawsuits. The first construction began in Fresno in July, 21/2 years behind the target the rail authority had set in early 2012.

A confidential 2013 report by the state's main project management contractor, New York-based Parsons Brinckerhoff, estimated that the cost of building the first phase from Burbank to Merced had risen 31% to \$40 billion. And it projected that the cost of the entire project would rise at least 5%.

Parsons Brinckerhoff briefed state officials on the estimate in October 2013, according to the document obtained by The Times. But the state used a lower cost estimate when it issued its 2014 business plan four months later.

Jeff Morales, the rail authority chief executive, said he was not aware of the Parsons Brinckerhoff projection. A spokeswoman for the authority declined to discuss the differences in the estimates.

Public opinion polls taken over the years have shown that support for the project has

ebbed as costs have risen — and at \$68 billion, the budget is already more than double the \$33-billion estimate made by the rail authority before California voters approved bonds for the project seven years ago.

Morales said he believes the costs can be reduced below the projected \$68 billion, which includes a 10% contingency. The authority is applying the best construction and engineering methods in the world, and initial contract bids have come in below estimates, he said.

Morales also said the project can make up for any delays.

But Bent Flyvbjerg, a University of Oxford business professor and a leading expert on megaproject risk, said the lagging schedule, litigation, growing costs and permit delays arising so early in construction are warning signs that even more delays and higher costs are coming.

"You have an 80% to 90% probability of a cost overrun on a project like this," Flyvbjerg said. "Once cost increases start, they are likely to continue."

Flyvbjerg's research found that high-speed rail projects around the world experience an average of 45% cost growth, though 100% increases occur in some cases.

Although the state hopes to correct some of its early setbacks, the odds are stacked high against it, said Robert Bea, a member of the National Academy of Engineering and a pioneer in civil engineering risk analysis.

"You can never make up an early cost increase," Bea said. "It just gets worse. I have never seen it go the other way in 60 years."

Of the challenges facing the bullet train, none is bigger than tunneling.

Although some large tunnels have been constructed elsewhere without difficulty, including the 3,399-foot Caldecott Tunnel in the Bay Area, others have encountered costly problems.

The 11-mile East Side Access tunnel in New York City, for example, is 14 years behind schedule, and the tab has grown from \$4.3 billion to \$10.8 billion.

Boston's 3.5-mile Big Dig was finished in 2007 — nine years behind schedule and at nearly triple the estimated cost.

Digging stopped on the 2-mile Alaskan Way tunnel under Seattle when a boring machine broke down in December 2013 and had to be retrieved for repairs, causing a multiyear delay with an unknown cost overrun.

The bullet train will require about 20 miles of tunnels under the San Gabriel Mountains between Burbank and Palmdale, involving either a single tunnel of 13.8 miles or a series of shorter tunnels.

As many as 16 additional miles of tunnels would stretch under the Tehachapi Mountains from Palmdale to Bakersfield.

The state will probably opt for twin bores — one for each of two parallel tracks. That means as many as 72 miles of tunneling before 2022.

Can it meet that schedule?

"No way," said Leon Silver, a Caltech geologist and a leading expert on the San Gabriel Mountains. "The range is far more complex than anything those people know."

Herbert Einstein, an MIT civil engineer and another of the nation's top tunneling experts, said, "I don't think it is possible."

"Having looked at a number of these long tunnels, [the California] plan is aggressive," said Einstein, who has consulted on a 35-mile-long tunnel under the Swiss Alps. "From a civil engineering perspective it is very, very ambitious — to put it mildly."

Thomas O'Rourke, a Cornell University tunnel expert, also has doubts.

"My first gut reaction is that it is doable, but given the complex geology it is optimistically biased," O'Rourke said. "There are a lot of unknowns. It is going to depend on the complexity of the geology and the ground conditions."

Monsees, who retired in 2013 from Parsons Brinckerhoff as its senior vice president for tunneling, added, "They are behind and need to get off their rear end and move."

The rail authority declined to make any of its tunneling engineers available for interviews.

The pace of tunneling will turn on a handful of factors, including how soon work begins, how fast digging progresses, and the amount of time needed to install track, ventilation, train signals, high-voltage lines and fire-suppression systems.

Morales said the state does not have a detailed schedule showing how those milestones will be met. He said the task will be left to future contractors.

Rail officials have said they plan to choose a route and secure environmental approvals for the Burbank-to-Merced line by 2017, at which point the tunneling itself could be put out to bid.

Bidders then would need time to prepare cost estimates. The only two construction contracts for the project so far were issued more than a year after environmental approvals were in hand.

After a contract is signed, the contractor can start the process of ordering the enormous, custom-built machines to dig through the mountains. Tunnel boring machines, or TBMs, typically take eight months to a year to build and deliver, said a spokeswoman for Robbins Co., the leading U.S. maker of the machines.

At that rate, tunneling could begin in 2019 at the earliest.

TBMs are 300 to 600 feet long and grind circular holes using rotating cutter faces. Staffed by crews of as many as 20, the machines typically operate 20 hours a day, five days a week — with the downtime needed mostly for maintenance and crew changes.

Once tunneling begins, progress will depend largely on the kind of soil or rock encountered.

Silver, the Caltech geologist, said the San Gabriels' oldest rocks formed 1.7 billion years ago, 200 miles to the south. They became highly fractured as they were shoved north by movements of the Earth's crust.

Tunnelers will find that rock types change frequently, creating conditions that are among the most challenging for tunneling.

"If it were one single mass of granite, it would be easy to drill through and

provide structural support," said Silver, who trained the Apollo astronauts in lunar geology and pioneered the dating of the San Gabriel Mountains. "But everything in the arc has been bent, shoved, stretched, compressed and metamorphosed."

The mountain range lies in a giant crescent between two major faults, the San Gabriel and the San Andreas, which separates the Mojave Desert on the North American tectonic plate from the Los Angeles Basin on the Pacific plate.

Between the two major faults are many secondary faults. Some are vertical strike-slip faults that move laterally, and some are thrust faults that move vertically. Some are horizontal, traveling through the ground at various depths.

"Every one is going to slow things down tremendously," said Monsees, the former Parsons Brinckerhoff tunnel expert.

A 2012 report by Parsons Brinckerhoff, obtained by The Times, warned the rail authority that the "seismotectonic complexity ... may be unprecedented" and that the rail route would be crossing faults classified as "hazardous."

The faults, changes in rock types and shattered rock cause many headaches, sometimes requiring changes in cutter heads. Doing so means stopping the machines while technicians crawl to the front to manually swap out as many as 40 to 60 cutter heads. A full swap of cutter heads can take an eight-hour shift, the engineers said.

Shattered rock causes additional problems in supporting the overhead formations, requiring workers to bore 10-foot-long holes into the ceiling and insert rock bolts that knit together blocks that weigh tons.

Morales, the rail agency chief executive, said he did not know what rates of advance will be possible. He said that will be determined by the contractors the state hires.

In good rock, such as limestone or chalk, TBMs can advance 100 to 200 feet a day. But in fractured mixed rock through fault zones, the advance rates can slow to 10 to 20 feet a day, Einstein of MIT said.

Einstein's estimate is endorsed by other engineers, including one who has worked closely on the bullet train project and told The Times that 10 feet a day is the likely rate of advance.

The schedule will depend in part on the number of TBMs and other smaller tunneling machines the state uses, with each machine and its crews adding to costs. The 36 miles of tunnels include a mix of short and long segments, dug by different methods.

The longest possible tunnel, described as one alternative in state documents, would stretch 13.8 miles under the Angeles National Forest. Assuming TBMs started at both ends and advanced at 20 feet a day for 261 days a year, the tunnel would take seven years to complete — finishing in 2026. At an advance rate of 10 feet a day, the time would double to 14 years.

The state is considering a different route under the national forest that would instead require a tunnel of just 7 miles. It would take 3 1/2 to seven years to dig, based on the same advance rates. But that route faces significant political opposition.

Only after the tunnels are dug can the next phase begin: installing track and other equipment in the 36 underground miles. By way of comparison, the Swiss are taking more than four years after tunneling to install track and equipment in the 35.4-mile-long Gotthard Base Tunnel through the Alps, a project spokesman said. Contractors will take an additional nine months to test the systems.

The route through the Tehachapi Mountains from Palmdale to Bakersfield, crossing several major faults, is at an even earlier level of planning.

The last formal analysis was issued more than three years ago. It said that as many as 16 miles of tunnels and as many as a dozen viaducts would be required. The possible routes were later found to be problematic because they are steep and would conflict with a massive wind farm. The agency is

working on a new analysis.

So far, land acquisition has been the biggest cause of delays. The authority owns only a small fraction of the parcels it needs for the 300-mile segment from Burbank to Merced.

Available financing also has slowed progress. In 2012, the project was running short of cash until federal officials modified a grant agreement and the California Legislature provided additional funding from carbon emission fees.

The initial operating segment from Burbank to Merced would cost \$31 billion, according to the rail agency's business plan. Officials have secured \$14.7 billion, which leaves the state short by \$16.3 billion to build the initial operating segment — not including the 31% cost increases forecast by Parsons Brinckerhoff.

The rail authority still has not identified sources for about \$53 billion to complete the entire Los Angeles-to-San Francisco line.

State officials are moving ahead without firm financial commitments, contending that private investors will eventually help finance the system. This month, three dozen companies solicited by the state said they are not ready to invest.

As costs rise, the amount of money the state needs will grow.

The 2013 Parsons Brinckerhoff cost estimate showed increases in almost every phase of the project. The company reported higher costs for land acquisition, viaducts, tunnels, electrical systems and professional services, largely driven by difficult segments of track that would run through mountains from Palmdale to Bakersfield.

The document was never made public, and the state rail agency declined a Times request to provide it under the state's public records act. The Times later obtained it from an engineer close to the project.

Lisa Marie Alley, a spokeswoman for the rail authority, declined to discuss details of the Parsons Brinckerhoff cost estimate, but she said it was "superseded" by the 2014 business plan several months later, which cited the \$68-billion estimate.

The cost estimate was one of two times a key contractor has reported bad budget news that the state rejected.

Last year, San Francisco engineering firm URS prepared a planning document that projected an increase of 15%, or nearly \$1 billion, in the cost of building the line from Bakersfield to Fresno. URS said that it had been "instructed" by the state to hold costs to the same level as 2012 but that the company was refusing to do so.

The rail authority said later in a rebuttal letter to URS that its statements were misleading and inaccurate. The agency told The Times that the matter was part of a legal dispute that it did not want to publicly discuss. The company no longer has the contract.

Morales, the authority's chief executive, said he is confident that he can reduce the cost of the project, but he acknowledged that there are no guarantees.

"Nobody can sit here and tell you what something like this is going to cost over a 20-year period," Morales said. "Any big program like this is loaded with challenges. The day you hear me say I am comfortable is the day I am not telling you the truth or the day I have deluded myself."

After cost projections for the train rose to \$98 billion in 2011, vociferous public and political outcry forced rail officials to reassess. They cut the budget to \$68 billion by eliminating high-speed service between Los Angeles and Anaheim and between San Jose and San Francisco.

Morales said that those changes were a normal part of such a big project and that he could not rule out additional changes.

<http://www.latimes.com/local/california/la-me-bullet-train-cost-final-20151025-story.html>

CAPP contact: Charlie Peters

The Petrobras Corruption Scandal and Brazil's Ethanol Sector

Shannon K. O'Neil, Council on Foreign Relations, Oct 23, 2015

The last several years have not been easy for ethanol producers. The federal government reduced credit lines provided through the Brazilian Development Bank. Droughts hit harvests in the Center-South region, where some 90 percent of sugarcane is grown. Debt burdened companies, as many had taken out loans during former President Lula da Silva's quest to make Brazil the "green Saudi Arabia." And falling global sugar prices hurt an industry still recovering from the 2008 financial crisis.

Government policies also undermined the ethanol sector. In its bid to control inflation, the government capped gas prices and removed the infrastructure tax (CIDE) on gasoline, making hydrous ethanol uncompetitive at the pump. Consumers quickly switched fuels, leading to a 10 percent decline in 2012 (Figure 2). As a result, many producers invested in anhydrous ethanol or switched back to sugar. Some forty other ethanol plants folded.

In the wake of the Petrobras scandal, the government implemented three major policy shifts to improve its finances and those of the state oil company. First, it increased the required ethanol share in gasoline from 25 percent to 27 percent. Second, Petrobras raised gasoline prices in late 2014. Finally, the government re-introduced the CIDE tax on gasoline in early 2015.

These policy shifts, combined with rain in Brazil's sugar-producing Center-South region, revitalized the ethanol sector. Producers shifted nearly 60 percent of their sugar harvest to ethanol, and sales rose 28 percent between July 2014 and July 2015 (Figure 3). Although challenges remain—producers are heavily indebted, global sugar prices are low, and gasoline price controls are still in place—ethanol may be among Brazil's few stable sectors in the coming months.

<http://blogs.cfr.org/oneil/author/oneilguest/>

AB 32 California BP-Shell GMO fuel mandate stinks

Brazil BP-Shell-DuPont fuel may export profits?

CAPP contact: Charlie Peters

Saudi Butanol starts trials at Jubail plant

REUTERS / Wednesday 21 October 2015

DUBAI: Saudi Butanol Co., a joint venture of local petrochemicals firms, has begun trials of its plant in Jubail and expects commercial operations to start in the first half of 2016.

Testing will take between three and six months at the plant, a statement from Sahara Petrochemical Co. said on Tuesday.

The project is owned by group consisting of Saudi Kayan Petrochemical Co., Sadara Chemical Co. (a joint venture between Saudi Aramco and The Dow Chemical Co. and Saudi Acrylic Acid Co. (SAAC). SAAC is an affiliate of Tasnee and Sahara.

A statement issued in March had said testing was expected to commence in the third quarter of 2015.

The project, estimated to cost around SR2 billion (\$534 million), was expected to come on stream in the first quarter of 2015 when it was first announced in 2012.

The plant will have a capacity of 330,000 tons a year of n-butanol, a type of alcohol used to make other chemicals, and 11,000 tons a year of iso-butanol.

<http://www.arabnews.com/economy/news/823226>

I'm confused, can arab news share with us the n-butanol raw materials? Is the alcohol made of natural gas or oil?

Is BP a stake holder, tell us more.

CAPP contact: Charlie Peters

Dieselgate: VW Was Caught 6 Years Ago But Escaped by Automotive / Daily Sun Knoxville / October 20, 2015

Opus Inspection operates Envirotest which does emissions testing with stations set up by the road. These stations, sort of like speed traps, catch exhaust emissions from cars that cruise by, and within fractions of a second measures whether a car is accelerating or otherwise. Then rays of light projected across the road gets absorbed in the pollutants released by the vehicle and reflects back to the station.

This means that non-reflections entail emissions that are higher than the limit, because all light has been absorbed and hence not reflected back. Like a speed-trap, the station takes a picture of the back of the vehicle, capturing its license plate and appending the scan results with it.

On a macro scale, this means a mountain of data collected from the various passing vehicles. It seems that 2.0L diesel engines of a certain make, which is Volkswagen, have constantly breached legal emission limits when it comes to nitrous oxide.

This has been going on for about six years or so, and it is quit mystifying as to why nobody sounded any alarms. It turns out that nobody has been looking at the heap of virtual evidence of these violations. Cars caught are usually dealt with on an individual level, where the car owners are contacted to get their cars tested and fixed. Well, now that this has come to light, it just adds to the growing pile of evidence that spells trouble for Volkswagen.

<http://www.dailysunknoxville.com/news/automotive>

A CA random Smog Check “secret shopper” audit, ethanol waiver & elimination of dual fuel CAFÉ credit can impact AB 32 fleet performance of toxic ozone, CO2 and NOx

CAPP contact: Charlie Peters

Clean Air Performance Professionals

October 1, 2015

RE: VW Smog Check game

Honorable Governor Jerry Brown.

In a 1991 visit to Washington DC Environmental Protection Agency (EPA) upper management, EPA ask for an opinion of Smog Check test performance, can the IM 240 generate desired results?

The opinion provided was NO, even Federal Test Procedure (FTP) could not, NOT, control cheating results.

EPA was provided the opinion that the ethics of regulator and regulated with a proper audit system could perform superior to the modeled technology only results.

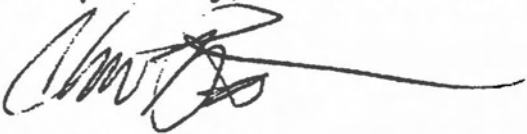
So what does it take to consider a Total Quality Management (TQM) E. Edwards Deming audit pilot study concept demonstration?

A California meeting in 1993 resulted in an "agreement" to start a pilot study to demonstrate proof of concept within 45 days.

Is it time to consider adding Little Hoover Commission to the game?

People matter.

Respectfully, CAPP an award winning coalition of motorists



Charlie Peters

cc: interested parties

CAPP contact: Charlie Peters

Clean Air Performance Professionals

21860 Main Street Ste A
Hayward, California 94541
June 20, 2011

Dear Dr. Armstrong,
Dep. Secretary of the State and Consumer Services Agency
915 Capitol Mall, Suite 200
Sacramento, CA 95814
(916) 653-3815 fax

Good morning Dr.

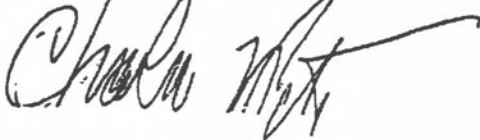
RE: PZEV emissions performance.

California has the best car emissions system but we need support to improve.

Will you consider a letter in support of the California Air Resources Board (CARB) efforts to improve compliance with the California Partial Zero-emissions (PZEV) standards.

Improved toxic impact from the car fleet will provide better health and economic performance for California.

(CAPP / An award winning coalition of motorists)



Charlie Peters

cc: interested parties

CAPP contact: Charlie Peters

Clean Air Performance Professionals

From: "Woonacott, Richard@SCSA" <Richard.Woonacott@SCSA>
To: "Charlie Peters" <charlie@scsa.ca.gov>
Subject: Nissan PZEV Warranty
Date: Feb 6, 2013 4:40 PM

Good afternoon Charlie: It was good to talk with you yesterday. I wanted to let you know that the issue is resolved, but that another meeting is scheduled tomorrow to discuss the diagnostic charges that consumers paid that should have been included as part of the warranty repair, and a discussion about California warranty in general. Please let me know if you need additional assistance. Regards, Richard

RICHARD D. WOONACOTT, MBA

Deputy Secretary, Legislation

State & Consumer Services Agency

www.scsa.ca.gov

"Because your own strength is unequal to the task, do not assume that it is beyond the powers of humankind; but if anything is within the powers and province of humankind, believe that it is within your own compass also."

~ Adapted from Marcus Aurelius

CAPP contact: Charlie Peters



Clean Air Performance Professionals

HEALTH AND SAFETY CODE ARTICLE 6

Public Information

Section

- 44070. Public information program**
- 44070.5. Public information program inclusions**
- 44071. Funding**

§ 44070. Public information program.

(a) The department shall develop within the bureau, with the advice and technical assistance of the state board, a public information program for the purpose of providing information designed to increase public awareness of the smog check program throughout the state and emissions warranty information to motor vehicle owners subject to an inspection and maintenance program required pursuant to this chapter. The department shall provide, upon request, either orally or in writing, information regarding emissions related warranties and available warranty dispute resolution procedures.

(b) The telephone number and business hours, and the address if appropriate, of the emissions warranty information program shall be noticed on the vehicle inspection report provided by the test analyzer system for any vehicle which fails the analyzer test.

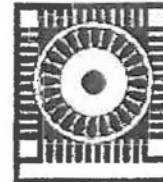
Added Stats 1984 ch 1591 § 3. Amended Stats 1988 ch 1544 § 57; Stats 1995 ch 91 § 93 (SB 975).

CAPP contact: Charlie Peters

Wynn Geich



Case Report Summary



Hayward Police Department
CA0010600

Print Date/Time: 09/29/2015 11:08
Login ID: otto.rodriguez
Case Number: 2015-00073638

ORI Number:

Case

Case Number: 2015-00073638
Location: 777 B ST
Hayward, CA 94541
Reporting Officer ID: 3808 - Martinez

Incident Type: Misc Non Criminal
Occurred From: 09/16/2015 18:00
Occurred Thru: 09/16/2015 18:00
Disposition:
Disposition Date:
Reported Date: 09/16/2015 19:41 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	FghtB	242 PC-M	Battery-Use Of Force Or Violence Upon Another	1
2	State	FghtB	242 PC-M	Battery-Use Of Force Or Violence Upon Another	194

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Informant	1	REYNOSO, LUIS ANTONIO			Hispanic	Male	01/17/1980
Other	1	Dobbs, Stanley			Black	Male	
Victim	1	McGee, William Lowell			Black	Male	
Witness	1	Taylor, John Isaac			Black	Male	

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
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Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Vehicles

No.	Role	Vehicle Type	Year Make	Model	Color	License Plate	State
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OfficerID: kyle.martinez, Case Narrative**NARRATIVE:**

On 09/16/2015, at approximately 1948 hours, I was dispatched to 777 B Street (City Hall) regarding a report of a disturbance. Upon my arrival, at approximately 1954 hours, I contacted (I) Luis Reynoso. He told me the following:

Reynoso is a school board trustee for the Hayward Unified School District. He is one of 5 board members. Today, during a "closed session" meeting in the City Hall Council Chambers, the Hayward Unified School District Superintendent, "Stan Dobbs" began to get very animated and argumentative during a debate. At one point during the debate, "Stan" stood up and approached one of the board members and began screaming at him from close proximity. Reynoso asked "Stan" to calm down and "Stan" walked over to Reynoso, continuing to scream. "Stan" then "puffed" his chest out and "chest bumped" Reynoso, while yelling and screaming. Reynoso described the "chest bump" as "Stan" standing over Reynoso with "Stan's" chest touching Reynoso's shoulder. Reynoso was not able to make out what "Stan" was saying. Reynoso stated he is much smaller than "Stan" and was fearful "Stan" would assault him. The rest of the board members asked "Stan" to leave and he did.

I asked Reynoso what had made him fearful during the incident and he explained that he was mainly scared due to the size difference between him and "Stan." Reynoso also explained some of the difficulties he had encountered during his political career including one of his vehicles being stolen and the tires to his vehicles being "slashed" approximately 17 times. Reynoso asked if we could go with him to his house in Castro Valley to make sure it was safe. I advised Reynoso to contact the Alameda County Sheriff's Office if he arrived home and observed any suspicious activity or felt police presence was necessary.

Reynoso stated he did not want "Stan" arrested but he did want someone to talk to him about his behavior. I asked Reynoso who "Stan's" supervisor was and he explained that the board members were. Reynoso stated the board members would have an additional "closed session" meeting tonight to discuss the incident and decide if any administrative actions would take place.

Reynoso stated he mainly wanted to document the incident to start a paper trail in case additional incidents occurred with "Stan."

Reynoso provided me with "Stan's" full name and title, as well as a possible phone number for him. Reynoso was unable to provide any further information for "Stan."

I asked Reynoso if he knew if the other board member who "Stan" had yelled at wanted to provide his information for the report and he said he was not sure. Reynoso went back into the Council Chambers and tried to contact the other board member but he was unable to.

I provided Reynoso with a Hayward Report Receipt and also explained to him that Sergeant Sill was the SRO supervisor and the point of contact for school district related issues. I advised Reynoso that Sergeant Sill would be forwarded a copy of the report.

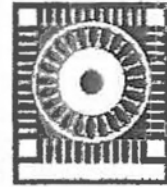
I attempted to contact "Stan" via the phone number provided by Reynoso and I received a voicemail message which did not identify the number to "Stan Dobbs." I did not leave a voicemail due to the fact that I was unable to verify the number belonged to "Stan Dobbs."

Reynoso advised me that if any administrative actions were to take place against "Stan" and they felt police presence was necessary, he would contact Hayward PD.

End of Report - K. Martinez 409



Case Report Summary



Print Date/Time: 10/01/2015 10:00
 Login ID: otto.rodriguez
 Case Number: 2015-00073638

ORI Number:

Hayward Police Department
 CA0010600

Case

Case Number: 2015-00073638
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Other	1	Dobbs, Stanley			Black	Male	
Victim	1	McGee, William Lowell			Black	Male	
Witness	1	Taylor, John Isaac			Black	Male	
Witness	2	Brunner, Lisa			Hispanic	Female	

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
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Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Vehicles

No.	Role	Vehicle Type	Year Make	Model	Color	License Plate	State
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OfficerID: daniel.noble, Case Narrative**NARRATIVE:**

On 09/20/2015 around 1418 hrs, I was dispatched to 260 Sunset Blvd #15 to investigate a report of a physical altercation that occurred at the Hayward City Hall, located at 777 B St, on 09/16/2015. Upon my arrival, I met with (V) William McGee and he told me the following in summary:

McGee told me he was a school board trustee for the Hayward Unified School District. McGee stated on 09/16/2015 around 1815 hrs, he was involved in verbal and physical altercation with the Hayward Unified School District Superintendent, Stanley Dobbs [REDACTED]. McGee said the altercation occurred during a Hayward Unified School District closed session discussion meeting in the Hayward City Hall Council Chambers, located at 777 B St. McGee advised me the meeting was comprised of four other school board trustees: Annette Walker [REDACTED], John Taylor [REDACTED], Lisa Brunner [REDACTED], Luis Reynoso [REDACTED], the Superintendent Dobbs, and two unnamed non board trustee employees.

McGee told me that during the meeting Dobbs became upset and agitated at the discussion. McGee stated Dobbs felt that he was being verbally berated by Reynoso and stated "If you're going to berate me in front of my staff they need to leave, you need to talk to me. I'm tired of this shit." McGee said Dobbs then stood up from his chair and proceeded to the chamber door, telling the two employees "Come on you guys you need to leave." McGee told me he looked at Dobbs, who was now behind him to his right, as he opened the door for the employees to leave. McGee said when Dobbs opened the door he slammed the door open twice in an aggressive manner.

Due to the actions and behavior Dobbs was displaying, McGee told Dobbs that he needed to leave. Dobbs replied to McGee stating, "I'm not going fucking nowhere." McGee replied back to Dobbs stating, "No, you need to go outside." Dobbs again replied to McGee's comment stating, "I'm not going nowhere." At this point Dobbs then charged towards McGee, who was still seated in his chair, yelling and cursing at him. As Dobbs charged towards McGee, Dobbs bumped his lower chest/upper abdomen against McGee's right shoulder and stood over McGee. McGee advised me that he was still seated at this time and the two employees had already left the room.

McGee informed me that he believed Dobbs bumped into his right shoulder in an aggressive and malicious manner as to strike him. I asked McGee if Dobbs had any other physical contact with him and McGee confirmed there was no further physical contact between him and Dobbs. McGee stated while Dobbs stood over him, Dobbs was in close proximity to his face yelling and stated, "I've been dealing with motherfucking punks like you all day and I'm tired of it." McGee was unsure what Dobbs meant by his statement. McGee said as he and Dobbs were face to face, Dobbs was spitting on him but believed this was due to the close proximity and was not purposeful.

As Dobbs was still standing over McGee, McGee stated to Dobbs, "You need to get out of my face." At this time the other board trustees had stood up and were now attempting to intervene. McGee informed me that Reynoso attempted to calm the situation but Dobbs then turned his focus onto Reynoso and began to yell and curse at him. McGee stated Dobbs then walked over to Reynoso and pushed him. McGee described the push as an aggressive chest bump. Refer to Ofc K. Martinez's original case report for further details related to Reynoso.

McGee stated as Dobbs stood over him he feared for his safety. I asked McGee why he feared for his safety. McGee said due to Dobbs' actions he had displayed and the initial physical contact he feared Dobbs may strike him. McGee told me he did not notice Dobbs make a fist or any other motions to strike him during the altercation but Dobbs did raise his hands up. McGee also stated this altercation was out of character for Dobbs and was unsure of why Dobbs was acting so aggressive towards him.

It should be noted that McGee and Dobbs have known each other for approximately four years. McGee described Dobbs and himself as having a similar build and size. McGee informed me that he believed Dobbs may attempt to physical harm him and/or damage his personal property. However, McGee told me Dobbs did not make any threats to physically assault him or damage any of his personal property and this was the first time an altercation of this nature had occurred with Dobbs.

After the altercation between Dobbs and the board trustees, Dobbs left the room on his own accord without any further incident. McGee informed me he later received a text message from Dobbs apologizing for his actions. At this time McGee has yet to respond to the text message.

I asked McGee if he would like to seek criminal prosecution against Dobbs for bumping him. McGee replied to my question stating he would like to seek legal council prior to making that decision and only wanted this incident document at this time. I asked McGee why he waited so long to report this incident and he advised today was the first day his work schedule allowed him to make the report.

While I spoke with McGee, I asked him if the bump from Dobbs injured him or if he required any medical attention. McGee advised me that he was not injured from the bump and declined medical attention. [REDACTED]

***END OF REPORT-D. Noble #362

OfficerID: mike.matthews, Case Narrative

SUMMARY:

On September 16, 2015 Officer K. Martinez investigated an alleged assault between two Hayward School District Officials. This supplement documents that the involved parties have been identified and that the victim has asked that the District Attorney to review this case for potential charging.

A board member alleges that another board member "chest bumped" him during a heated verbal argument in a closed session meeting. The president of the school board was present during the argument and says that no physical contact occurred between the two board members.

NARRATIVE:

On September 16, 2015, around 1941 hrs, the Hayward Unified School District Board of Trustees met with the School Superintendent in a "Closed Door" session. Present in this meeting was board President John Taylor, Trustees Luis Reynoso, Annette Walker, Lisa Bruner, Will McGee, and School Superintendent Stan Dobbs. Also present were two employees of Mr. Dobbs.

At the time of the initial report Luis Reynoso told the officers that he "mainly wanted to document the incident to start a paper train in case additional incidents occurred." Reynoso said that the board would be convening after the closed session that night and would be discussing any administrative actions against Dobbs. The board would contact the police department if any further police involved was deemed necessary.

On September 23, 2015 I was asked to re-contact Reynoso regarding this matter. Around 1420 hrs. I met with Reynoso in an interview room at the Hayward Police Department. It should be noted that my conversation with Reynoso was recorded and later booked into evidence.

Reynoso had prepared a typed statement in advance and indicated to me that he wanted to seek a Citizen's Arrest against Mr. Dobbs for the alleged assault that occurred on the 16th.

His typed statement appears consistent with the verbal statement he had provided to Officer Martinez and depicts a meeting in which Dobbs became verbally hostile toward Trustee McGee. McGee was seated at the table and Dobbs was standing over him shouting, in what Reynoso described as "in an explosive manner". He said that Dobbs "chest bumped" McGee in an effort to intimidate him. Reynoso later produced an e-mail from McGee which indicates that no physical contact was ever made.

Reynoso tried to intervene and Dobbs turned his attention towards him. Reynoso claims that Dobbs approached him while he was seated and stood over him in a threatening and aggressive manner. Reynoso wrote that this made him fear for his personal safety. Reynoso described Dobbs' demeanor during this incident as, "completely out of control" and "violent outburst". When Dobbs was standing over Reynoso, Dobbs "chest bumped" him.

Reynoso demonstrated the position of contact using himself as the aggressor. He stood next to me while I was seated and leaned over me until his chest contacted my shoulder. Reynoso's prepared statement should be referenced for specific details.

Reynoso said that he wanted to place Dobbs under Citizen's Arrest due to this contact.

I asked Reynoso if this was normal behavior for Dobbs or if there was any existing animosity between the two of them. Reynoso said, "In his defense" Dobbs has never acted like this before." He also said, "In his defense he (Dobbs) had surgery that day".

Reynoso used the term "in his defense" when answering my questions about Dobbs. I asked Reynoso if Dobbs had used profanity directed at a specific person in a derogatory manor or if it was used to convey frustration about the situation being addressed in the closed session. Reynoso said the profanity was made in general sweeping statements and was not directed at any one in specific.

I tried to clarify if Reynoso felt that "chest bump" was malicious in nature and he said, "No but I need to protect myself". I asked him to describe how Dobbs threatened him. Reynoso again stated, "In his defense he never threatened me".

Reynoso gave me an e-mail from McGee to the board that references the incident. The e-mail talks about the incident that occurred on the 16th but appears to indicate that the outburst was directed at McGee and did not equate to any level of a battery.

I explained to Reynoso that Officer Martinez had attempted to contact Dobbs last week. Dobbs had not responded as of yet, therefore, it would be necessary to properly identify him in order to submit a report to the District Attorney for review.

After meeting with Reynoso I met with John Taylor, the President of the Board of Trustees at his office on Hesperian Blvd. This meeting was also recorded and later booked into evidence. Taylor was present at the closed session meeting and was adamant that no physical contact ever occurred between Dobbs and Reynoso or Dobbs and McGee.

Mr. Taylor explained that tensions rose when Reynoso began berating two of Dobb's subordinates who were present at the meeting. Dobbs tried to re-direct the questioning and told Reynoso not to speak about them in this forum. If critique of their performance was needed, Dobbs would speak to them privately away from the board. Reynoso continued attacking Dobbs' employees and Dobbs got upset and yelled at him to stop. Dobbs got up and asked his two employees to leave the meeting and he escorted them to the exit, which was near where Reynoso was seated. As Dobbs walked the two women out of the room, Reynoso continued making in appropriate comments and Dobbs began using profanity but it was not directed at a person, but rather general statements made out of frustration. The other board members had gotten off track and Dobbs was using profanity when venting his frustration over the board losing focus to deal with these types of interruptions.

Taylor acknowledged that Dobbs lost his temper but that it was limited to a very brief, 7-10 seconds, verbal outburst which was not directed at any one particular member of the board. Dobbs had underwent surgery earlier in the day and was obviously more irritable than would normally be expected under these circumstances so Taylor asked him to step outside for a few moments to allow things to calm down.

Taylor again confirmed that there was never any physical contact between any of them during this brief verbal altercation. He added that Reynoso has a history of intentionally antagonizing past and current members of the Board of Trustees. Dobbs had intervened to prevent Reynoso from berating his employees in front of the board but lost his composure and interjected profanity out of frustration.

As I was preparing to leave this meeting Dobbs called Taylor and I was able to speak to him. Dobbs agreed to meet with me and asked to meet at the police department because their office was preparing for a graduation ceremony and he preferred to meet away from the festivities.

I arrived at the police department at 1735 hrs. and found Dobbs seated in the lobby. Dobbs and I spoke in a private room in the lobby of the police department. These rooms are in the public waiting area of the lobby and cannot be locked to prevent someone inside from leaving. At the beginning of the meeting I gave Dobbs a Beheler Admonishment ensuring that he understood that he was here voluntarily and not under arrest, and was free to leave at any time during our meeting. I demonstrated that the door was not locked and added that he did not have to answer any questions that he wasn't comfortable addressing at this time. He understood this admonishment and agreed to speak with me.

Mr. Dobbs account of the incident was very similar Mr. Taylor's. In summary, Dobbs said that he has spoken to Reynoso in the past about his unnecessarily aggressive questioning of employees. His accusatory tones are perceived as hostile and aggressive. During this meeting Reynoso began addressing two female employees of Dobbs with such an aggressive and harsh demeanor that Dobbs intervened and told Reynoso not to address his employees in front of the Board of Trustees. Dobbs felt that critique of this degree, if warranted, should be passed down to them by him outside of this closed session. Reynoso would not stop and persisted to antagonize them, ultimately leading to one of the woman to swell up with tears.

Dobbs admits that he was irritable because of his surgery earlier in the day and he lost his temper and began swearing at the board members. He was frustrated, in part, because Reynoso's unwarranted verbal attack of these two women had distracted from the agenda of the meeting, served no purpose, and was not appropriate. This is a reoccurring practice of Reynoso's and he feels it is designed to distract from the agenda.

Dobbs got up and asked the two women to step outside. As he was escorting them to the door, Reynoso kept making antagonizing remarks and Dobbs snapped at him. The door was directly behind where Reynoso was seated so as he yelled at Reynoso he was in close proximity. Dobbs said that he intentionally kept his hands clasped in front of him lowered below his belt line to intentionally avoid giving any indication of physical intimidation. He admits to using profanity but denies ever having any physical contact with Reynoso, McGee, or any other board member. He added that he did not leave his chair to confront Reynoso, he just happened to be sitting near the door where Dobbs had escorted their subordinates out of the meeting.

This conversation was also recorded and later booked into evidence.

Based on my investigation I don't believe that the contact that Reynoso demonstrated during our meeting was sufficient enough to constitute a battery. This was further substantiated by Reynoso's admission that he did not believe that the contact was malicious. Furthermore, Reynoso stated that Dobbs did not actually threaten him.

Taylor, the President of the Board of Trustees, was present during this incident and can attest that Dobbs did not touch Reynoso and their disagreement was limited to a heated verbal exchange. Additionally the e-mail that Reynoso provided from McGee to the board directly addresses the incident that occurred on the 16th. It speaks to the fact that Dobbs was yelling and hovering over him (McGee) in a threatening manner and asks that the board convene to discuss the "next step" yet makes no reference to the assault on Reynoso which in my estimation would have been to most point of note had it occurred in the presence of the board.

It should also be noted that I attempted to contact Annette Walker and Lisa Brunner, the other two members of the Board of Trustees that were present during this incident. As of the completion of this report, I have not been able to speak with them.

I am asking that this investigation be forwarded to the Alameda County District Attorney's Office for review. Mr. Taylor also advised that the entire board was meeting in a closed session on September 24th to further discuss this incident.

PHYSICAL EVIDENCE:

Reynoso's statement and the e-mail from McGee he provided were booked into evidence.

The following PUMA recordings were booked into evidence:

#244, interview of Reynoso.

#246, calls to possible witnesses.

#247, interview of Taylor.

#249, interview of Dobbs.

-----End of Narrative----- Ofc. M. Matthews #341

OfficerID: mike.matthews, Case Narrative

SUMMARY:

The purpose of this supplemental report is to incorporate a second witness's account of the incident into this investigation and to document my attempts to obtain a statement from another possible witness. (W) Brunner is the Board of Trustees Clerk and was present during this incident. She says that there was no physical contact between Dobbs and Reynoso and that the entire incident was limited to a verbal argument between the two of them. Her statements indicates that the only contact she observed was Dobbs "brushing" against that back of McGee's chair as he walked behind McGee on his way to the exit doors, and when Mrs. Walker accidentally backed into Mr. Reynoso as he was seated in his chair.

NARRATIVE:

On September 29, 2015 I was able to contact Lisa Brunner and arranged to meet with her to obtain a statement from. This meeting was conducted at Choco's Restaurant near the police department and was recorded by my digital audio recorder.

Brunner is the Hayward Unified School District's Board of Trustees Clerk. She was present at the closed session meeting that took place on September 16, 2015 during which Mr. Reynoso has alleged that Mr. Dobbs "chest bumping" him.

Brunner described the conference room as being rectangular with a large oval shaped conference table that ran lengthwise. Seated at the head of the table was Board President Taylor and, moving clockwise, was Annette Walker, (W) Brunner, two school employees that were asked to leave the meeting before the alleged battery occurred, Reynoso, McGee, and Dobbs (completing the oval).

Brunner described that she was sitting directly across from Reynoso and Walker was sitting across from McGee. There was a large gap between McGee and Reynoso and Reynoso was sitting in front of the exit door. This exit door swings inwards requiring Reynoso to slide his chair under the table so that his chest contacts the edge of the table to allow the door to swing open behind him.

Brunner said that during the meeting, Reynoso and McGee began verbally attacking and berating the two school employees to such an extent that one of them was in tears. Dobbs tried to defend the employees, telling Reynoso that it was inappropriate that he speak to them with those tones. Reynoso continued to berate the two women, so Dobbs asked them to leave the meeting and walked behind the chairs, counter clockwise passing behind McGee and Reynoso. The two women walked clockwise around the table and met Dobbs at the door behind Reynoso. Dobbs brushed against McGee's chair as he passed behind it; however Brunner indicated that this was not malicious or threatening but rather a result of the limited space behind the chairs. Reynoso remained seated and slid his chair inward to allow the door to swing open behind him. Reynoso continued to make berating comments as the women left the room and Dobbs slammed the door shut behind them and began yelling at McGee and Reynoso.

At this time Dobbs was standing in the large space between McGee and Reynoso but was facing McGee with his back to Reynoso. McGee sat motionless facing forward. Brunner, without being prompted or given any insight into McGee or Reynoso's statements, commented that Dobbs did not spit on McGee. She described Dobbs and being loud any saliva that came out of his mouth was a result of him speaking quickly and being in close proximity to McGee. Reynoso yelled something at Dobbs, so Dobbs turned to face him and they continued arguing. Reynoso remained seated and Dobbs was standing to his left. Dobbs was bent at the waist leaning in towards Reynoso ; however Brunner said that it would have been nearly impossible for Dobbs to have "chest bumped" Reynoso because of the

substantial height difference. She felt that if Reynoso, with an approximate height of 5'4", was seated in a chair at the conference table, and Dobbs, with an approximate of 6'4", was standing next to him, then Dobbs would have appeared to have been bent at nearly 90 degrees to have made the type of contact that Reynoso described. Brunner demonstrated this for me to illustrate her point.

Brunner further described the distance between Dobbs and Reynoso as being wide enough for another person to fit between them. She believed this estimation to be accurate because by this time during the argument she and Annette Walker had gotten up and made their way around the table. Walker stood in between Dobbs and Reynoso with her back to Reynoso. Brunner believes the contact that Reynoso is attempting to claim was an attack by Dobbs, was actually Walker bumping into his shoulder as she and Walker wanted into the hallway with Dobbs. Brunner believes this because she was seated directly across from Reynoso when the argument occurred and she did not witness any contact at all between Dobbs and Reynoso, or Dobbs and McGee. The only time she witnessed someone contacting Reynoso was when Walker backed into his chair as she walked out of the room with Dobbs, reminding me that Reynoso's chair is directly in front of the door which opens inward.

Brunner was confident that nothing occurred in the meeting that would amount to a threat or an assault on anyone's part and would not comment on any possible motives for making an allegation of this nature. She described the incident as a heated argument between the board members which she claims is not uncommon. She believed the entire incident, including Reynoso's berating of the two female subordinates, lasted less than three minutes. Brunner indicated that the board was meeting with attorneys during the closed session meeting on September 30, 2015 to discuss related and unrelated issues.

It should also be noted that I called Annette Walker on September 23, 2015 and left a message asking her to contact me regarding this incident as a possible witness. The phone number that was given to me by Reynoso for Mrs. Walker is [REDACTED]. This initial attempt at contacting her was documented in the supplemental report submitted on the 23rd.

I returned to work on September 29th, around 1333 hrs, and left a second message for Walker at that number. At 1412 hrs. I sent Walker an e-mail to her Hayward Unified School District address of awalker@husd.us as a secondary means of contacting her. A copy of this e-mail was booked into evidence to further document my attempts to speak with her regarding this matter.

Around 1737 hrs. on the 29th Walker returned my phone call, calling our dispatch center and providing a second phone number that she could be reached at [REDACTED]. This message was relayed to me while I was in the report writing room. Around 1740 hrs, roughly 3 minutes after she had called, I attempted to call her back at that number. I left a second message in an effort to speak with her. At had no heard from her before the end of my shift and I gave my supervisor and update on the status of this supplement.

I returned to work on September 30th around 1300 hrs. and left a three additional voice messages for Walker at 1309 hrs, 1444 hrs, and 1644 hrs. for a total of 5 phone attempts and one e-mail attempt.

Based on my follow up investigation I believe that the points of view of involved parties, minus Mrs. Walkers, have been documented. I informed my supervisor that I have been unable to contact Mrs. Walker and that I would be concluding this supplemental report.

[REDACTED]

-----End of Narrative----- Ofc. M. Matthews #341

naturalnews.com printable article

Originally published October 22 2015

Are you putting Monsanto in your vagina? 85% of tampons and feminine hygiene products contaminated with cancer-causing glyphosate herbicide

by Mike Adams, the Health Ranger, NaturalNews Editor

(NaturalNews) In the late 1970s and early 1980s, over 50 American women were killed by their tampons. Although the FDA and the feminine hygiene industry have gone to tremendous lengths to try to memory hole this true history (and label it just a "rumor"), tampons made from certain non-natural fibers were found to harbor deadly bacteria and release a sufficient quantity of chemicals to kill or injure over a thousand women.

As the Organic Consumers Association has published:

The worst offenders were Procter and Gamble's ultra-absorbent Rely tampons. According to the book Soap Opera: The Inside Story of Procter and Gamble, the company dismissed consumer complaints about the tampons for years. A 1975 company memo disclosed that Rely tampons contained known cancer-causing agents and that the product altered the natural organisms found in the vagina. Rely tampons were taken off the shelves in 1980, but many women claim they left a legacy of hysterectomies and loss of fertility.

Among health-conscious women, the toxicity of mainstream tampons has long been an issue of concern. "Just as I say heck no to Cottonseed oil, it is for the same reason I say heck no to sticking toxic cotton up into my nethers," writes Meghan Telpner. "Did ya know that 84 million pounds of pesticides are sprayed on 14.4 million acres of conventional cotton grown each year in the US."

She continues:

The rayon/viscose used in Tampax is made from wood pulp. Last I checked, there were no such thing as rayon trees and trees don't magically turn into rayon- it takes hundreds of chemicals. The chlorine bleaching of wood pulp is where the greatest danger lies. The process creates chlorinated hydrocarbons, a hazardous group of chemicals with byproducts that includes dioxins, some of the most toxic substances known. Parts per million my cooch! There are no safe levels dioxins, they are impossible to break down and so keep building up in our tissues.

Glyphosate is a known cancer-causing chemical. The World Health Organization has classified it as "probably carcinogenic," and many other studies clearly link it to an endocrine disruption process that leads to cancer.

The EPA conspired with Monsanto for decades to deceive the public into thinking glyphosate was harmless, even after knowing the molecule was extremely dangerous.

Forbes.com, named "America's most evil news publisher" by EVIL.news, has been instrumental in publishing Monsanto's propaganda via the corporation's paid professional propagandists such as Henry Miller and Jon Entine. Both have been exposed as "GMO mercenaries" who betray humanity and advocate the chemical poisoning of the world in exchange for money.

Glyphosate has even been found to promote cancer at *parts per trillion* concentrations, meaning that even low-level exposure from tampons might lead to deadly cancers in women. (The GMO industry says women who are concerned about GMOs are "anti-science" and too stupid to understand technology.)

It is inarguable that the human vagina readily absorbs chemicals found in tampons. When those tampons are made from GMO cotton -- the vast majority of cotton that's commercially grown -- they almost always contain glyphosate that gets absorbed through vaginal walls and enters the bloodstream.

This means that even beyond glyphosate contamination in food, women must now consider the possibility that they are being **poisoned from glyphosate in the vagina** via genetically modified cotton used in tampons and other hygiene products.

To all the bought-off female journalists who are pushing Monsanto's agenda -- like Tamar Haspel of the Monsanto-infiltrated Washington Post -- SHAME ON YOU for advancing the chemical industry's war on women.

Why you should only use organic feminine hygiene products

The only sure way to avoid GMOs in your vagina is to **source certified organic feminine hygiene products** made from organic cotton or other organic materials.

It's easy for consumers to forget that their blue jeans are made from GMO cotton saturated with glyphosate... or that the cotton gauze in their first aid kits are also made with GMO cotton and glyphosate. In fact, even cotton

Now Monsanto's toxic herbicide has been found in 80% of feminine hygiene products

Fast forward to 2015. Now glyphosate, the chemical found in Monsanto's "RoundUp" herbicide used on genetically modified cotton crops, is being discovered in the vast majority of feminine hygiene products.

The research team from National University of La Plata headed by Damian Marino revealed their research findings last weekend. Note carefully that such research would **never be conducted in a U.S. university** because they've been infiltrated and bought off by Monsanto. Example: Discredited professor Kevin Folta at the University of Florida, who was caught receiving \$25,000 from Monsanto after publicly lying that he had no financial ties to the herbicide company. Even though Folta has been exhaustively exposed as a liar and a violator of university ethics, the University of Florida sees nothing wrong with such deceptions. Click here to read the secret letter where Monsanto agrees to pay him \$25,000.

"A team of Argentine scientists found traces of glyphosate in 85% of personal care and feminine hygiene products containing cotton and commonly purchased in drugstores and supermarkets," writes Revolution News.

"The study looked at a sampling of products from pharmacies and supermarkets in the area of La Plata, and analyzed cotton swabs, gauze and articles for feminine use. The results from all commercial products detected 85% glyphosate and 62% AMPA (metabolite or derivative of glyphosate). Almost 100% of the cotton produced in Argentina is transgenic and glyphosate applications are made while the cocoon is open."

Also reported by Revolution News:

"The report left us shocked," said Dr. Medardo Ávila Vázquez, a conference participant and from Cordoba.

"We had focused our attention on the presence of glyphosate in food, but did not think the products we use in all hospitals and health centers in the country to cure patients are contaminated with a carcinogenic product. The authorities must give an immediate response to this situation."

Glyphosate is known to cause cancer, but propagandists are paid to cover up the truth

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swabs and cotton balls are usually GMO.

So if you really want to stop putting Monsanto in your vagina (or your ears, nose and other place in your body), you'll need to meticulously source organic, non-GMO products for such needs.

Monitor all the real-time breaking news on organics at Organics.news or visit AlternativeNews.com throughout the day.

Sources for this article include:

<http://revolution-news.com/argentina-study-f...>
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<http://www.meghantelpner.com/blog/part-2-tam...>
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<http://www.truthwiki.org/dr-kevin-folta-univ...>
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Look Up: The New Age of Inoculation is Aerial Vaccines and ...
preventdisease.com/news/.../011712_Look-Up-The-New-Age-of-Inocula...

Jan 17, 2012 - As the masses enjoy a steady awakening regarding the dangers and fraud that are vaccinations, the use of aerial vaccines and nano delivery ...

Look Up: The New Age of Inoculation is Aerial Vaccines and ...
<https://www.facebook.com/PreventDisease/posts/211084348983940>

Look Up: The New Age of inoculation is Aerial Vaccines and Nano Delivery Systems. As the masses enjoy a steady awakening regarding the dangers and fraud ...

DNA Vaccination Delivery System Through... - Numus ...
https://www.facebook.com/permalink.php?story_fbid...id...

DNA Vaccination Delivery System Through Nasal Inhalation CALIFORNIA AERIAL ...
Look Up: The New Age of Inoculation is Aerial Vaccines and Nano Delivery ...

Look Up: The New Age of Inoculation is Aerial ... - Pinterest
<https://www.pinterest.com/pin/80431543322260362/>

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Look Up: The New Age of Inoculation is Aerial Vaccines and Nano Delivery Systems
| See more about Helicopters, Songs and Health.

CDC Admits 98 Million Americans Received Polio Vaccine ...
www.bibliotecapleyades.net/salud/salud_vacunas167.htm

Jul 17, 2013 - Dave Mihalovic is a Naturopathic Doctor who specializes in vaccine indicating a highly probable exposure to a DNA vaccination delivery system through ...
Look Up: The New Age of Inoculation is Aerial Vaccines and Nano ...

800-313-9443
republic broadcasting.org/listen-live
Sunday mornings Dr. Winn Park
8-11 AM
Chloramine causes collateral health damage

Charlie
Peters

The following are cold Remedies pulled by the FDA from the shelves because of their amine ingredient:

(Medical diseases influenced by amines were and are hemorrhagic stroke or bleeding in the brain, with women at risk more than men, and diabetics, and, cancer chemotherapy patients.)

A-12 Tuesday, November 7, 2000 ★

SAN FRANCISCO

PPA-AFFECTED DRUGS

Some of the products that contain phenylpropanolamine (PPA):

AcuTrim Diet Gum Appetite Suppressant Plus Dietary Supplements
AcuTrim Maximum Strength Appetite Control
Alka-Seltzer Plus Children's Cold Medicine Effervescent
Alka-Seltzer Plus Cold Medicine (Cherry or orange flavor)
Alka-Seltzer Plus Cold Medicine Original
Alka-Seltzer Plus Cold & Cough Medicine Effervescent
Alka-Seltzer Plus Cold & Flu Medicine Effervescent
Alka-Seltzer Plus Cold & Sinus Effervescent
Alka-Seltzer Plus Night-Time Cold Medicine Effervescent
BC Allergy Sinus Cold Powder
BC Sinus Cold Powder
Comtrex Deep Chest Cold & Congestion Relief
Comtrex Flu Therapy & Fever Relief Day & Night
 Contac 12 Hour Cold Capsules
 Contac 12 Hour Cold Caplets
 Coricidin 'D' Cold, Flu & Sinus
 Dexatrim Caffeine Free
 Dexatrim Extended Duration
 Dexatrim Gelcaps
 Dexatrim Vitamin C/Caffeine Free
 Dimetapp Cold & Allergy Chewable Tablets
 Dimetapp Cold & Cough Liqui-Gels
 Dimetapp DM Cold & Cough Elxir
 Dimetapp Elxir
 Dimetapp 4-Hour Liqui-Gels
 Dimetapp 4-Hour Tablets
 Dimetapp 12-Hour Extentabs Tablets
 Naldecon DX Pediatric Drops
 Permathene Mega-16
 Robitussin CF
 Tavist-D 12 Hour Relief of Sinus & Nasal Congestion
 Thinz-Span Capsules Appetite Suppressant
 Triaminic DM Cough Relief
 Triaminic Expectorant Chest & Head Congestion
 Triaminic Syrup Cold & Allergy
 Triaminic Triaminicol Cold & Cough
 Walgreens brand:
 Walhist-D Cold and Allergy Symptoms
 Wal-tap 12-Hour Relief of Cold and Allergy Symptoms
 Wal-tap Elxir Grape
 Wal-tussin

SOURCE: Consumer Healthcare Products Association, Examiner survey.
Compiled by Examiner staff and wire services

EXAMINER GRAPHICS

Dr. Winn Parker Ph.D. (MIT)
P.O. Box 864
Millbrae, California 94030

e-mail:

COPY AND PASS ON

MATERIAL SAFETY DATA SHEET

SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

MATHESON TRI-GAS, INC.
959 ROUTE 46 EAST
PARSIPPANY, NEW JERSEY 07054-0624

EMERGENCY CONTACT:
CHEMTREC 1-800-424-9300
INFORMATION CONTACT:
973-257-1100

SUBSTANCE: CHLORINE

TRADE NAMES/SYNONYMS:

MTG MSDS 22; CHLORINE MOLECULAR; DIATOMIC CHLORINE; DICHLORINE; MOLECULAR CHLORINE; UN 1017; Cl₂; MAT04600; RTECS FO2100000

CHEMICAL FAMILY: halogens, gas

CREATION DATE: Jan 24 1989

REVISION DATE: Dec 16 2002

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: CHLORINE
CAS NUMBER: 7782-50-5
PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=4 FIRE=0 REACTIVITY=0

EMERGENCY OVERVIEW:

COLOR: yellow or green

PHYSICAL FORM: gas

ODOR: distinct odor, irritating odor

MAJOR HEALTH HAZARDS: harmful if inhaled, respiratory tract burns, skin burns, eye burns

PHYSICAL HAZARDS: Containers may rupture or explode if exposed to heat. May ignite combustibles.



POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: burns, chest pain, difficulty breathing, headache, dizziness, hyperactivity, emotional disturbances, bluish skin color, lung damage, death

LONG TERM EXPOSURE: burns, skin disorders, lack of sense of smell, lung damage

SKIN CONTACT:

SHORT TERM EXPOSURE: burns

LONG TERM EXPOSURE: burns

EYE CONTACT:



Chlorine, Cancer, And Heart Disease

[Learning Center](#) > [Health Hazards To Know About](#) > [Chlorine, Cancer, And Heart Disease](#)

"We are quite convinced, based on this study, that there is an association between cancer and chlorinated water." - Medical College Of Wisconsin research team

The addition of chlorine to our drinking water began in the late 1800s and by 1904 was the standard in water treatment, and for the most part remains so today. We don't use chlorine because it's the safest or even the most effective means of disinfection, we use it because it is the cheapest. In spite of all our technological advances, we essentially still pour bleach in our water before we drink it. The long term effects of chlorinated drinking water have just recently been recognized. According to the U.S. Council Of Environmental Quality, "Cancer risk among people drinking chlorinated water is 83% higher than among those whose water does not contain chlorine."

Dr. Joseph Price wrote a highly controversial book in the late 1930s titled *Coronaries/Cholesterol/Chlorine* and concluded that nothing can negate the incontrovertible fact, the basic cause of atherosclerosis and resulting entities such as heart attacks and stroke, is chlorine." Dr. Price later headed up a study using chickens as test subjects, where two groups of several hundred birds were observed throughout their span to maturity. One group was given water with chlorine and the other without. The group raised with chlorine, when autopsied, showed some level of heart or circulatory disease in every specimen, the group without had no incidence of disease. The group with chlorine under winter conditions, showed outward signs of poor circulation, shivering, drooped feathers and a reduced level of activity. The group without chlorine grew faster, larger and displayed vigorous health. This study was well received in the poultry industry and is still used as a reference today. As a result, a lot of large poultry producers use dechlorinated water. It would be a common sense conclusion that if regular chlorinated tap water is not good enough for the chickens, then it probably is not good enough for us humans!

There is a lot of well founded concern about chlorine. When chlorine is added to our water, it combines with other natural compounds to form Trihalomethanes (chlorination byproducts), or THMs. These chlorine byproducts trigger the production of free radicals in the body, causing cell damage, and are highly carcinogenic. "Although concentrations of these carcinogens (THMs) are low, it is precisely these low levels that cancer scientists believe are responsible for the majority of human cancers in the United States". The Environmental Defense Fund

Simply stated chlorine is a pesticide, as defined by the U.S. EPA, who's sole purpose is to kill living organisms. When we consume water containing chlorine, it kills some part of us, destroying cells and tissue inside our body. Dr. Robert Carlson, a highly respected University of Minnesota researcher who's work is sponsored by the Federal Environmental Protection Agency, sums it up by claiming, "the chlorine problem is similar to that of air pollution", and adds that "chlorine is the greatest crippler and killer of modern times!"

Breast cancer, which now effects one in every eight women in North America, has recently been linked to the accumulation of chlorine compounds in the breast tissue. A study carried out in Hartford, Connecticut, the first of its kind in North America, found that, "women with breast cancer have 50% to 60% higher levels of organochlorines (chlorination byproducts) in their breast tissue than women without breast cancer."

One of the most shocking components to all of these studies is that up to 2/3s of our harmful exposure to chlorine is due to inhalation of steam and skin absorption while showering. A warm shower opens up the pores of the skin and allows for accelerated absorption of chlorine and other chemicals in water. The steam we inhale while showering can contain up to 50 times the level of chemicals than tap water due to the fact that chlorine and most other contaminants vaporize much faster and at a lower temperature than water. Inhalation is a much more harmful means of exposure since the chlorine gas (chloroform) we inhale goes directly into our blood stream. When we drink contaminated water the toxins are partially filtered out by our kidneys and digestive system. Chlorine vapors are known to be a strong irritant to the sensitive tissue and bronchial passages inside our lungs, it was used as a chemical weapon in World War II. The inhalation of chlorine is a suspected cause of asthma and bronchitis, especially in children... which has increased 300% in the last two decades. "Showering is suspected as the primary cause of elevated levels of chloroform in nearly every home because of chlorine in the water." Dr Lance Wallace, U.S. Environmental Protection Agency.

Chlorine in shower water also has a very negative cosmetic effect, robbing our skin and hair of moisture and elasticity, resulting in a less vibrant and youthful appearance. Anyone who has ever swam in a chlorinated pool can relate to the harsh effects that chlorine has on the skin and hair. What's surprising is that we commonly find higher levels of chlorine in our tap water than is recommended safe for swimming pools.

Aside from all the health risks related to chlorine in our water, it is the primary cause of bad taste and odor in drinking water. The objectionable taste causes many people to turn to other less healthful beverages like soft drinks, tea or other sweetened drinks. A decreased intake of water, for any reason, can only result in a lower degree of health.

The good news is that chlorine is one of the easiest substances to remove from our water. For that reason it logically should serve it's purpose of keeping our water free from harmful bacteria and water borne diseases right up to the time of consumption, where it should then be removed by quality home water filtration.

No one will argue that chlorine serves an important purpose, and that the hazards of doing away with chlorine are greater than or equal to the related health risks. The simple truth is that chlorine is likely here to stay. The idea that we could do away with chlorine any time in the near future is just not realistic. It is also clear that chlorine represents a very real and

Poisons All Around Us: What You Need to Know

Tap Water Is Dangerously Polluted

Despite decades of effort to clean up lakes, streams, and groundwater — and regulations and laws that have been passed to reduce industrial pollution of water supplies — new forms of pollution are being discovered daily.

On one hand, we are told by local and federal health authorities that municipal drinking water supplies are cleaner and healthier than ever. Yet there are reports, usually buried within documents not readily available to the public, indicating that major problems still face us — and that they may be getting worse.

With the massive industrialization that followed World War II, hundreds of thousands of synthetic chemicals were manufactured. Tons of these chemicals were dumped in lakes, streams, and rivers.

In the ensuing decades, scientists discovered that a significant number of these chemicals are carcinogenic — that is, over years of exposure they can cause cancer in animals and humans.

The most significant carcinogens in the water

supply include:

- Arsenic
- Herbicides
- Pesticides
- Fungicides
- Industrial by-products

These chemicals have all been linked to increased rates of lung, bladder, stomach, brain, and colon cancers.

In addition, the chlorination of drinking water can lead to formation of chloride-organic combinations called organochlorine compounds. Many of these compounds have also been shown to be toxic to cells and cause cancers.

Other contaminants — especially aluminum, lead, and copper — can have profound effects on health.

Compelling evidence indicates that aluminum in water is associated with a significantly increased risk of Alzheimer's disease, especially if the water also has fluoride added to it.

Another link between water fluoridation and metal toxicity concerns the levels of lead in water. It has been demonstrated that elevated levels of lead are responsible for a number of adverse health conditions, including:

- Hypertension
- Anemia
- Accelerated hardening of the arteries
- Increased violent behavior
- Loss of impulse control (e.g. "road rage")
- Increased suicide rates
- Learning problems
- Increased homicide rates

Even small elevations in blood lead levels, as low as 10 micrograms per liter and possibly as low as 5 micrograms per liter, can produce adverse behavioral effects.

In recent years, there has also been more concern about our water supplies being infiltrated by chemicals in pesticides called xenoestrogens, which act like estrogens.

These compounds interact with the body's estrogen receptors, and may increase the risk of breast cancers, cause early and overdevelopment

Best Way to Filter Water

Water can be filtered by reverse osmosis, ceramic filtration, silver-impregnated filters, or multilayered filter systems, all of which have their advantages.

The big problem with most filters is that they do not remove fluoride. Reverse osmosis filters remove fluoride, but they have to be changed every three months because fluoride burns holes in the filter.

Based on my studies, the best way to purify water is to distill it. Some will say that distilling water removes the beneficial minerals, but these can either be taken as separate supplements or can be added to water later. And that, in fact, is what many manufacturers of bottled water do.

Distilling creates water with a neutral pH, kills all microorganisms, and removes fluoride as well as other harmful metals. The one problem is that the volatile chemicals are condensed in the final water container.

To solve this problem, the better distillers have a carbon filter to remove volatile gases during the condensation process.

antimicrobial peptides can inhibit or kill a number of viruses, bacteria, and fungi. The more vitamin D3 a person has in his or her body, the more of these microbe-killing peptides one makes.

Our skin makes a large amount of vitamin D3 when exposed to the direct rays of the sun. This explains the observation that viral illnesses, such as the flu, are usually less severe in countries near the equator.

Many studies have shown that the vast majority of people in the United States are deficient in vitamin D3, with the worst deficiencies occurring among the elderly, newborns, young children, and dark-skinned people, who require twice as much sun exposure to make the same amount of vitamin D3 as light-skinned individuals.

The lowest vitamin D3 levels are in the elderly, who are often house-bound and therefore avoid the sun, reducing their ability to generate vitamin D3 in their skin. This has been offered as an explanation for the higher infection rates and high complication rates in the elderly during flu seasons. Epidemiological studies strengthen this association.

Yet as little as 30 minutes of sun exposure can generate tens of thousands of units of this powerful vitamin.

Ironically, the government elitist medical bureaucrats decided that we should get no more than 400 international units (IU) of vitamin D per day. Recent studies have shown that this is far too low a dose, and that the average person needs a minimum of 2,000 IU a day.

In fact, in many scientists' opinions, adults should get as much as 5,000 IU a day.

People with hyperparathyroidism (overactive parathyroid gland) and pregnant women should supplement with vitamin D only under the supervision of a physician.

Fight the Flu Without the Shot

When a person contracts the flu virus, it causes the production of substances called cytokines, which act as cell signals for the immune system. This inflammatory overreaction — or “cytokine storm” — is what actually causes the damage from the flu, not the virus itself.

Vaccines also cause a cytokine storm — one that can last for decades. That's why vaccines are linked to sudden death, joint pains, depression, weakness

and fatigue, mental cloudiness, seizures, neurological disorders, and autoimmune diseases.

The medical elite ignore the fact that there are a great number of natural substances that are known to calm cytokine storms.

These are some of the powerful supplements that are good for fighting infection and reducing the cytokine storm:

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Resveratrol. I recommend 200 mg a day. This may reduce viral replication and speed recovery from viral infections. Resveratrol also protects the brain and heart.

Mixed carotenoids. Taking 25,000 units a day of mixed carotenoids, which contain alpha- and beta-carotene, canthaxanthin, zeaxanthin, and lycopene, reduces viral damage and restores immunity.

Buffered vitamin C. Take 1,000 mg of buffered vitamin C between meals three times a day.

Mixed tocopherol (high gamma-E). Take 400 IU a day.

Zinc. Take 20 mg a day until well, then 10 mg a day as a maintenance dose.

Selenium. Take 200 mcg of each day to boost immunity and prevent viral damage and mutation.

Magnesium citrate/malate. Buy the extended-release form and take two capsules twice a day. Reduces inflammation and repairs immunity.

Astaxanthin. This is a type of carotenoid that improves immunity and reduces inflammation. Take 4 to 6 mg twice a day.

N-acetyl cysteine (NAC). This supplement has been shown to dramatically increase glutathione in all cells, and studies have shown it can significantly reduce the harmful effects of viral infections. Take 750 mg a day with a meal.

Vitamin D3. Take 5,000 IU a day, but if a true epidemic occurs, increase to 15,000 IU a day until you are well or until the danger passes.

All antioxidants will reduce the damage done by viruses. Do not take high doses of fish oils containing EPA, as it is a powerful immune inhibitor and will make the infection worse.

Poisons All Around Us: What You Need to Know

Tap Water Is Dangerously Polluted

Despite decades of effort to clean up lakes, streams, and groundwater — and regulations and laws that have been passed to reduce industrial pollution of water supplies — new forms of pollution are being discovered daily.

On one hand, we are told by local and federal health authorities that municipal drinking water supplies are cleaner and healthier than ever. Yet there are reports, usually buried within documents not readily available to the public, indicating that major problems still face us — and that they may be getting worse.

With the massive industrialization that followed World War II, hundreds of thousands of synthetic chemicals were manufactured. Tons of these chemicals were dumped in lakes, streams, and rivers.

In the ensuing decades, scientists discovered that a significant number of these chemicals are carcinogenic — that is, over years of exposure they can cause cancer in animals and humans.

The most significant carcinogens in the water

supply include:

- Arsenic
- Herbicides
- Pesticides
- Fungicides
- Industrial by-products

These chemicals have all been linked to increased rates of lung, bladder, stomach, brain, and colon cancers.

In addition, the chlorination of drinking water can lead to formation of chloride-organic combinations called organochlorine compounds. Many of these compounds have also been shown to be toxic to cells and cause cancers.

Other contaminants — especially aluminum, lead, and copper — can have profound effects on health.

Compelling evidence indicates that aluminum in water is associated with a significantly increased risk of Alzheimer's disease, especially if the water also has fluoride added to it.

Another link between water fluoridation and metal toxicity concerns the levels of lead in water. It has been demonstrated that elevated levels of lead are responsible for a number of adverse health conditions, including:

- Hypertension
- Anemia
- Accelerated hardening of the arteries
- Increased violent behavior
- Loss of impulse control (e.g. "road rage")
- Increased suicide rates
- Learning problems
- Increased homicide rates

Even small elevations in blood lead levels, as low as 10 micrograms per liter and possibly as low as 5 micrograms per liter, can produce adverse behavioral effects.

In recent years, there has also been more concern about our water supplies being infiltrated by chemicals in pesticides called xenoestrogens, which act like estrogens.

These compounds interact with the body's estrogen receptors, and may increase the risk of breast cancers, cause early and overdevelopment

Best Way to Filter Water

Water can be filtered by reverse osmosis, ceramic filtration, silver-impregnated filters, or multilayered filter systems, all of which have their advantages.

The big problem with most filters is that they do not remove fluoride. Reverse osmosis filters remove fluoride, but they have to be changed every three months because fluoride burns holes in the filter.

Based on my studies, the best way to purify water is to distill it. Some will say that distilling water removes the beneficial minerals, but these can either be taken as separate supplements or can be added to water later. And that, in fact, is what many manufacturers of bottled water do.

Distilling creates water with a neutral pH, kills all microorganisms, and removes fluoride as well as other harmful metals. The one problem is that the volatile chemicals are condensed in the final water container.

To solve this problem, the better distillers have a carbon filter to remove volatile gases during the condensation process.

antimicrobial peptides can inhibit or kill a number of viruses, bacteria, and fungi. The more vitamin D3 a person has in his or her body, the more of these microbe-killing peptides one makes.

Our skin makes a large amount of vitamin D3 when exposed to the direct rays of the sun. This explains the observation that viral illnesses, such as the flu, are usually less severe in countries near the equator.

Many studies have shown that the vast majority of people in the United States are deficient in vitamin D3, with the worst deficiencies occurring among the elderly, newborns, young children, and dark-skinned people, who require twice as much sun exposure to make the same amount of vitamin D3 as light-skinned individuals.

The lowest vitamin D3 levels are in the elderly, who are often house-bound and therefore avoid the sun, reducing their ability to generate vitamin D3 in their skin. This has been offered as an explanation for the higher infection rates and high complication rates in the elderly during flu seasons. Epidemiological studies strengthen this association.

Yet as little as 30 minutes of sun exposure can generate tens of thousands of units of this powerful vitamin.

Ironically, the government elitist medical bureaucrats decided that we should get no more than 400 international units (IU) of vitamin D per day. Recent studies have shown that this is far too low a dose, and that the average person needs a minimum of 2,000 IU a day.

In fact, in many scientists' opinions, adults should get as much as 5,000 IU a day.

People with hyperparathyroidism (overactive parathyroid gland) and pregnant women should supplement with vitamin D only under the supervision of a physician.

Fight the Flu Without the Shot

When a person contracts the flu virus, it causes the production of substances called cytokines, which act as cell signals for the immune system. This inflammatory overreaction — or "cytokine storm" — is what actually causes the damage from the flu, not the virus itself.

Vaccines also cause a cytokine storm — one that can last for decades. That's why vaccines are linked to sudden death, joint pains, depression, weakness

and fatigue, mental cloudiness, seizures, neurological disorders, and autoimmune diseases.

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Washington Fires Health Chief Over Handling of Lead in Water

By BRIAN WINGFIELD

WASHINGTON, March 26 — With concern growing over unsafe lead levels in the drinking water here, city officials blamed the federal government this week for the problem. On Friday, the city fired the head of the Health Department because, the officials said, he had in part not adequately responded to the problem.

The mayor's office acknowledged that it had dismissed James A. Buford, the health director, and replaced him with an interim director, Herbert R. Tillery, the deputy mayor for operations.

The District of Columbia Water and Sewer Authority, the water distributor, says Mr. Buford failed to respond to a request in December to help inform the public about the lead.

Mr. Buford's phone number was not available for seeking comment.

Officials say that 4,000 houses have shown high levels in tests and that additional thousands might be affected. The officials said they had traced the source of the problem to strengthening the chlorine by adding ammonia, which leads to lead leaching from water pipes.

Mayor Anthony A. Williams and

other municipal officials faulted the Army Corps of Engineers, which used the ammonia, and the federal Environmental Protection Agency, which monitors the water system. City officials have asked the federal government to reimburse it for nearly \$26 million spent on replacing pipes, testing and other expenses.

"It would be wholly inappropriate and unjust for the people of the district to bear these costs," Mr. Williams, a Democrat, and Carol Schwartz, the top Republican on the City Council, wrote to President Bush this week.

At first, the water authority said the problem was limited to 23,000 houses with aging lead pipes. Officials say that the number could increase and that because of poor record keeping they were not sure how many houses had lead pipes.

In recent week, officials in counties in Maryland and Virginia have begun testing their drinking water.

According to the Centers for Disease Control and Prevention, lead poisoning can cause learning, behavioral and health problems, including seizures and possibly death, in young children. Adults face less risk but are

also susceptible to lead contamination.

Mayor Williams's office ordered the water authority last week to deliver free water filters to all 23,000 homes known to have lead pipes. The deliveries are supposed to be completed by April 10.

The Health Department has also screened the blood of nearly 2,000 people, a spokesman for Mr. Williams, Tony Bullock, said.

This month, the environmental agency told the city to adopt new guidelines to respond to the contamination. The agency has formed a panel to find the cause of the problem and to release its findings on Wednesday.

"Our primary concern is to make

sure the estimated 23,000 homes businesses with lead service receive safe drinking water, spokeswoman for the agency, Thia Bergman, said in a statement. "We need to identify the cause of the problem before we decide who is for what."

Some critics said the federal government was not being held accountable enough for the situation.

"The origin and the responsibility for D.C.'s water crisis lies with federal government," said Ele Holmes Norton, the city's nonvoting delegate to Congress.

Ms. Norton said the federal government should declare a state of emergency, so federal money be earmarked for the water system.

We need to wake up to the latest water scare

SAD TO SAY, BUT TRUE. A few years ago we were caught napping on MTBE, which was put in California's gasoline to clean up air pollution. When critics attacked MTBE as a carcinogen, we naively took the position that the government would never

add a carcinogen to gasoline knowing that it could leak in the water supply from storage tanks. But we were wrong. And the critics who insisted that we were poisoning our water were right. Today, MTBE is still with us as an additive, and states are still battling to drop it from gasoline.

Now we have a new phenomenon called chloramine, which was added to the water supply coming from Hetch Hetchy in February and is being piped into every city in San Mateo County. For 100 years the people of this country have lived with chlorine as the most effective disinfectant in our water. But the Environmental Protection Agency has allowed states to replace chlorine with chloramine, even though it acknowledges the chemical is a health concern. The problem is that too few people know anything about chloramine, which is nitrosodimethylamine, when added to drinking water.

When Parker is a Millbrae resident who is also a medical science technologist for the state. He says chloramine is dangerous and will probably be classified as a human carcinogen in six months by the EPA.

He says the problem is that the human body has a difficult time digesting ammonia, a component of chloramine. It takes a healthy liver, according to Parker, to digest it — and those people with AIDS or cancer, or who are on drug can have a toxic reaction to chloramine. Fish and pets are also vulnerable to the chemical and warnings have been sent to consumers not to use the water in fish tanks. Parker says he is going to try to qualify a measure for the November ballot that would stop the use of chloramine and would establish an education council to educate water boards, city councils and the San Francisco Public Utilities Commission. Having watched the EPA in the past ignore the safety concerns of Americans, we question how chloramine can make its way into our drinking water without any real public discourse. It has been one of the best-kept secrets in California this year as cities in San Mateo County vote to allow the SFPUC to add this chemical to our water.

If MTBE is any guide to chloramine, it will take some time before the truth comes out and the public is sufficiently alarmed. But after MTBE, why should anyone believe the federal government is committed to safeguarding the American people against dangerous toxins in their water supply?

The Examiner.

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THE EXAMINER

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Chloramine: The correct public choice

In the mid-1800s, physician John Snow removed the handle from a water pump in a London neighborhood, and in so doing put a stop to an outbreak of cholera that had killed more than 500 people in a 10-day period. In the past 150 years, much progress has been made in understanding and preventing the transmission of waterborne diseases.

Public drinking-water providers now know to protect wa-

ter since water comes into direct contact with the bloodstream during treatment. When drinking water, people have no trouble digesting chlorine or chloramine at the levels found in our drinking water because this water is not introduced directly into the bloodstream. A comprehensive search of the medical literature does not reveal any studies showing that those with compromised immune systems, weak livers or medication requirements have any special problems metabolizing chloramine.

June M. Weintraub

The principal advantage of chloramine is the reduction in certain harmful byproducts — especially trihalomethanes and haloacetic acids — formed by reaction with other compounds in the water. It is true that another byproduct — N-nitrosodimethylamine, which is frequently brought up in current discussions of chloramine — is formed by both disinfectants.

However, the NDMA concentration in drinking water is negligible in comparison to other NDMA sources for humans — such as tobacco smoke, chewing tobacco, cured meats, beer, fish, cheese, toiletries, shampoos, cleansers, the interior air of cars and household pesticides.

The San Francisco Public Utilities Commission will consistently monitor for NDMA and other byproducts, now that the switch to chloramine has been completed, as part of its charge to provide a continued supply of healthy, high-quality water. But high levels are not anticipated, given the quality of San Francisco's water source and treatment practices.

In making any decision, the known and unknown risks need to be balanced with the known benefits. In switching from chlorine to chloramine, the SFPUC carefully weighed the choices. It then joined the water utility agencies of Alameda, Contra Costa, Santa Clara and Marin counties to pick the best disinfectant given the most current information available.

ter supplies at the source and to use disinfectants to prevent growth of dangerous bacteria in the water distribution system. The maintenance of what is called a "residual" of disinfectant that stays in the water distribution system while it is delivered to peoples' homes is not just good public health practice; it is required by the Environmental Protection Agency. The EPA offers drinking water providers two disinfectant choices: Chlorine and chloramine.

Like chlorine, chloramine is not new. It has been used extensively throughout the world since the 1930s, and approximately one-third of all U.S. water agencies also use it for residual disinfection. This year the San Francisco Public Utilities Commission became the last large water agency in the Bay Area to make the change from chlorine to chloramine. The primary reason for the shift is a significantly lower level of contaminants formed in the drinking water.

Chlorine and chloramine have many similarities. Both provide effective residual disinfection with minimal risk to public health. Both are toxic to fish and reptiles, since both come in direct contact with the bloodstream through their gills.

The difference is that while chlorine can be allowed to dissipate with time from water added to aquariums and fishponds, chloramine must be chemically removed. Both chlorine and chloramine must be removed from water before

Chloramine is poison

DAILY JOURNAL

Tuesday - May 4, 2004

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By Wron Parker

This is in response to the June Weintraub chloramine letter in the April 20 edition of the Daily Journal. Her letter is

an incomplete picture of ammonia added to water to make a disinfectant chloramine in our drinking water.

The Environmental Protection Agency did not mandate states use this toxin placed in our drinking water. The EPA gave suggestions for alternative ways to disinfect the water and eliminate residual viruses, using ultraviolet light with free ozone and reverse osmosis and membrane technology. The EPA sets the drinking water standards and has determined that

The industrial Material Standard Data Sheets (MSDS) for chloramine show a red skull-and-cross-bones and the word toxin.

chloramine to protect against the risk of these adverse effects.

What was not told were the bio-accumulation effects in the human body. The industrial Material Standard Data Sheets (MSDS) for chloramine show a red skull-and-cross-bones and the word toxin. Its use is only for emergency water disinfecting and may act as a mutagen, creating DNA damage to cells of the body and amino acid breakages essential to life processes.

and other higher vertebrates convert ammonia to urea. In either case, the initial reaction to amino acid (the basic protein for life) breakdown are provided by liver enzymes.

Concerning the writer down-playing the possible human carcinogen N-nitrosodimethylamine (NDMA) in drinking water where high-levels of this cancer product are not expected is similar to say you are partially pregnant. NDMA formation can increase with

technology without chemicals. It may cost more but there is no down side of possible wrongful death suits in toxic tort legal actions and maintenance of the water supply to eliminate residuals by alternate technology.

Research literature for liver tumor induction, colon cancer, pancreas and bladder cancer, fetal deaths, chromosomal damage and reproductive studies all could not have been researched unless there is a suspicion of further research to be done. In weighing the known benefits against risks, the human bio-accumulation has not been considered for human bodies to process nitrogenous toxins against the risks for the correct public

Water
disinfectant