

TENTATIVE SIDE LETTER OF AGREEMENT

between

CITY OF HAYWARD

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

Representatives of the City of Hayward (the “City”) and SEIU, Local 1021 (“SEIU”) met and conferred in good faith on the City's anticipated revenue shortfall for FY 2021 resulting from the COVID-19 pandemic and reached a Side Letter Agreement (the “Original Agreement”), dated August 4, 2020, through which the City instituted a thirty (30) hour unpaid furlough leave program (the "Furlough Program") for FY 2021 for all SEIU members in order to aid the City's ability to maintain routine and necessary services while attempting to minimize negative fiscal impacts for employees. As part of the Original Agreement, if a certain set of financial criteria were not met, SEIU members would be required to meet an additional twenty-five (25) hour furlough obligation.

On July 8, 2021, the Parties met and conferred in good faith to discuss amending the Original Agreement considering updated data regarding the City’s revenues. As a result of these discussions, the Parties have agreed to amend the Original Agreement as set forth below.

If there is any conflict in language between this Agreement, the Original Agreement, and the Memorandum of Understanding, the provisions in this Agreement will supersede.

NOW THEREFORE, the City and SEIU agree as follows:

- 1) Effective February 19, 2021, SEIU members were notified that, since the financial criteria set forth in the Original Agreement were met, SEIU members would not be required to meet an additional twenty-five (25) hour furlough obligation.
- 2) Employees who have either (i) not utilized thirty (30) furlough hours or (ii) paid back thirty (30) furlough hours pursuant to the “Furlough Payback” option on or before June 30, 2021 will not be required to take any additional furlough hours under the Furlough Program.
- 3) The City agrees to provide a single, one-time lump sum payment to members of SEIU equal to the value of furlough hours actually used or “paid back” under this Agreement, calculated using the employees’ pay rate as of the date(s) on which the furlough leave was taken.

This payment shall be processed and paid as a separate paycheck on an off-cycle payroll date within three weeks following ratification and Council approval of this Agreement (i.e. if the regular payday is on the 1st and 3rd Friday of the month then the payment shall be made on either the 2nd or 4th Friday of the month).

For the City:

DocuSigned by:

Dustin Claussen

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Dustin Claussen, Finance Director/
Interim Director of Human Resources

For the Union:

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Blake Huntsman

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Blake Huntsman, East Bay Field
Supervisor

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Saad Muhammad

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Saad Muhammad, SEIU Field
Representative

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Suzanne Philis

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Suzanne Philis, SEIU 1021 Clerical
President

DocuSigned by:

Robert Mitchell

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Robert Mitchell, SEIU 1021
Maintenance President

Dated 7/14/2021

7/14/2021