

TENTATIVE SIDE LETTER OF AGREEMENT

between

CITY OF HAYWARD

and

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

Representatives of the City of Hayward (the "City") and IFPTE, Local 21 ("Local 21") 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 February 5, 2021, through which the City instituted a thirty (30) hour unpaid furlough leave program (the "Furlough Program") for FY 2021 for all Local 21 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, Local 21 members would be required to meet an additional twenty-five (25) hour furlough obligation.

In the spring of 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 Local 21 agree as follows:

- 1) Effective February 19, 2021, Local 21 members were notified that, since the financial criteria set forth in the Original Agreement were met, Local 21 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 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 Local 21 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.

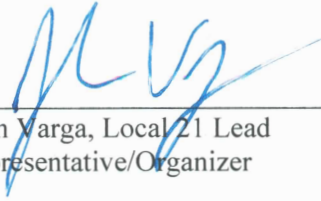
This payment shall be processed no later than the next full pay period following ratification and Council approval of this Agreement.

For the City:



Dustin Claussen, Director of Finance/
Interim Director of Human Resources

For the Union:



John Varga, Local 21 Lead
Representative/Organizer

Dated

7/16/2021

Dated

7/16/21