

**CITY OF HAYWARD**  
and  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**  
**MAINTENANCE AND CLERICAL UNITS**

This Side Letter of Agreement is made between the City of Hayward (City) and the Service Employees International Union, Local 1021 Maintenance and Operations Unit and Clerical and Related Unit (SEIU) to amend Section 1.03, Union Security, of the current Memorandum of Understanding effective July 1, 2018 to June 30, 2021 (hereinafter referred to as the "2018-2021 MOU").

The City and SEIU agree that the terms of this Side Letter of Agreement shall become effective at the beginning of the pay period following execution of this agreement and shall remain in effect for the remainder of the term of the 2018-2021 MOU and until the parties have completed the meet and confer process for successor provisions or a successor MOU. The terms of this Side Letter shall supersede and replace all other side letter and MOU provisions on the specific Section identified below.

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### **1.03 Union Security**

#### **A. Union Security**

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on nor 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.

Effective June 27, 2018, upon certification by the Union that an employee has signed a deduction authorization form, the Employer will deduct the appropriate dues from the employee's pay as established, and as may be changed from time to time, by the Union and remit such dues to the Union. Employee requests to cancel or change deductions must be directed to the Union rather than the Employer.

#### **B. Deductions**

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in an unpaid 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 an unpaid status during only part of the pay period and whose salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over union dues.

The Executive Secretary of Service Employees International Union, Local 1021 shall notify the Director of Finance in writing as to the amount of such dues uniformly required of all members of the Union.

This Section does not apply to the Confidential Unit.


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

The City shall furnish the Union, on a monthly basis, the name, date of hire, salary, classification, and work location of all newly hired employees subject to this Agreement, along with verification of monthly transmittals to any charitable organizations.

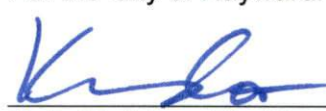
C. Indemnification


Service Employees International Union, Local 1021 shall indemnify, defend, and hold 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. The Union shall provide legal representation to the City at the Union's expense. If the City instead chooses to select and utilize attorneys of its choice, the Union and the City shall evenly split the costs of the legal representation, but this will not change liability with respect to the outcome of litigation.

For SEIU, Local 1021:

  
Saad Muhammad, SEIU 1021 Field Representative

For the City of Hayward:

  
Kelly McAdoo, City Manager

  
Robert Mitchell, SEIU 1021 Maintenance President

  
Maria Hurtado, Assistant City Manager/Interim Director of Human Resources

  
Suzanne Philis, SEIU 1021 Clerical President

Dated 11/26/2019

Dated 12/5/2019