

CITY OF HAYWARD

and

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1909

SIDE LETTER OF AGREEMENT

Representatives of the City of Hayward and IAFF, Local 1909 have met and conferred in good faith regarding the projected revenue shortfall facing the City of Hayward for FY 2021. In partnership to address the projected revenue shortfall, the parties have agreed to amend certain provisions of the current Memoranda of Understanding between the City and IAFF, Local 1909, Firefighter and Fire Officers Units, extended through December 31, 2024 (hereinafter, the "Current MOU").

The City and IAFF, Local 1909 agree that the terms of this Side Letter of Agreement shall become effective at the beginning of the pay period following Council approval and shall remain in effect for the remainder of the term of the Current 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 sections identified below.

4.05 Minimum Staffing

Contingent upon continuation of contractual services with Fairview Fire Protection District, the organization and staffing of the Department shall consist of two (2) Battalion Chiefs, nine (9) engine companies, ~~and two (2) truck companies, and one (1) specialized rescue company.~~ Each ~~apparatus engine company and truck company~~ shall be staffed with a minimum complement of three (3): a Captain, an Apparatus Operator and a Firefighter. ~~The specialized rescue company shall be staffed with a minimum complement of two (2) Firefighters.~~

~~The Department shall maintain six (6) 24-hour Shift Battalion Chief positions, one (1) Staff Battalion Chief, and one (1) Fire Marshal.~~

Notwithstanding any other provision of this Memorandum of Understanding, the Fire Chief or his/her designated representative may temporarily decrease for any reason the number of engine companies in active service for a portion of any given day provided that no more than two (2) engine companies are out of service at any one time for a period not to exceed eight (8) hours.

The following procedures will be observed on those occasions when Captains' meetings or training session for Captains are scheduled by the Department. During the course of such meetings or training sessions, two (2) engines may be temporarily taken out of service as provided in paragraph two (2) of this section above. Acting Captains and acting Apparatus Operators shall be designated from the on-duty platoon and moved to fill vacancies and associated temporary re-assignments caused by attendance at the meeting or training session. Acting Captains and acting Apparatus Operators shall be compensated in accordance with Section 7.10 of this Memorandum of Understanding and shall be designated by the Battalion Chief from the respective eligible lists. Off duty personnel will not be recalled to duty on an overtime basis during Captains' meetings and training sessions for Captains except at the discretion of the Fire Chief.

If the contract with the Fairview Fire Protection District is discontinued, minimum staffing shall revert to two (2) Battalion Chiefs, eight (8) engine companies, ~~and two (2) truck companies~~, one (1) specialized rescue company, and from ~~thirty-three-seven (3733)~~ to thirty-four (3430) staff members. There shall be no demotion as a result of any such reduction in staff except by attrition.

7.12 Salaries

In the pay period that includes July 1 of each year, while the Memorandum of Understanding remains in effect, the City shall provide a salary adjustment for the members of the bargaining units in the amount that results from application of the salary formula below, except for the caps and exceptions that are referenced within this section:

FY 2018 – No wage adjustment shall occur during FY 2018.

FY 2019 – The base wage shall be increased the pay period that includes July 1, 2018, based on the established salary survey. The wage increase for FY 2018 based upon this formula shall not exceed 5%.

FY 2020 – No wage adjustment shall occur during FY 2020.

FY 2021 – ~~The base wage shall be increased the pay period that includes July 1, 2020, based on the established salary survey. The wage increase for FY 2021 based upon this formula shall not exceed 2%. No wage adjustment shall occur during FY 2021.~~

FY 2022 – The base wage shall be increased the pay period that includes July 1, 2021, based on the established salary survey. The wage increase for FY 2022 based upon this formula shall not exceed 2%.

FY 2023 – The base wage shall be increased the pay period that includes July 1, 2022, based on the established salary survey. The wage increase for FY 2023 based upon this formula shall not exceed 50% of the salary survey~~2%~~.

FY 2024 – The base wage shall be increased the pay period that includes July 1, 202~~3~~2, based on the established salary survey. ~~The wage increase for FY 2023 based upon this formula shall not exceed 3%.~~

Base salary for all classifications covered by this MOU shall be increased by the difference between the total compensation of a Hayward Firefighter and the average of the total compensation for firefighter of the top four (4) agencies based on a survey of salary and benefits. Hayward may be included in the top four (4) agencies should its total compensation for firefighter so indicate. The percentage increase shall be determined by (Total Compensation average of top four (4) agencies – Total Compensation of Hayward Firefighter)/Base pay of Hayward Firefighter, rounded to the nearest .01%.

“Total Compensation” shall mean the sum of the following: top step base monthly salary; employer-paid member PERS contributions; education incentive pay applicable to all firefighters; uniform allowance; maximum annual vacation credit; paramedic pay; EMT pay; and holiday pay. For the purpose of this survey, the value of vacation shall be determined as follows: maximum vacation hours divided by 12 multiplied by maximum base hourly rate. For the City of Berkeley only, the longevity pay scale shall be used for the purpose of calculating Total Compensation.

For each year in which a salary adjustment is to be made on the basis of the Survey Formula, the survey shall be completed by June 15 and shall include all salaries and benefits effective on July 1 of the year of

the adjustment, and approved by the agency’s board or council. If on September 1 of the year of the adjustment, any of the above agencies reaches a settlement retroactive to July 1, thereby changing the average of the top four (4) agencies, a one-time adjustment will be made to salaries to reflect that change.

For the term of this agreement, salary adjustments will be based on the following cities: Alameda, Berkeley, Daly City, Fremont, Hayward, Palo Alto, Richmond, San Leandro (Alameda County Fire Department), San Mateo, Santa Clara, and Vallejo.

10.08 COVID Leave Bank

Effective at the beginning of the pay period following Council approval, 40-hour employees shall receive a deposit of eighty (80) hours of COVID leave (converted to 112 hours for 56-hour employees) at the employees’ straight time hourly rate. Said hours shall be deposited into a “COVID leave bank.” The deposit or use of COVID leave hours shall not impact a member’s ability to earn an additional twenty-four (24) hours of vacation leave pursuant to the terms included in Section 10.03 of the Current MOU. Effective January 1, 2021, any remaining leave hours in the COVID leave hours bank will roll into the employee’s sick leave bank and shall be treated as regular sick leave hours going forward.

For Local 1909

For City of Hayward

Andrew Ghali, Local 1909 President

Kelly McAdoo, City Manager

Dated _____

Dated _____