

FIRE EDUCATION INCENTIVE PROGRAM

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF HAYWARD

AND

HAYWARD FIRE CHIEFS' ASSOCIATION

This side letter of agreement is entered into by and between the City of Hayward ("City") and the Hayward Fire Chiefs Association ("HFCA"), to amend the Memorandum of Understanding ("MOU") for the period of July 1, 2007, through June 30, 2024, and extends through the duration of the current MOU period of July 1, 2024, through June 30, 2029.

In February 2024, California Public Employees' Retirement System ("CalPERS") noticed a member of the Local 1909 Union through a "compensation compliance review" that there appeared to be a misapplication of the educational incentive within the current MOU, to a retirement benefit. This resulted in a change to the Local 1909 and HFOA MOUs to amend the Educational Incentive provision language. No change was made at that time to modify the HFCA MOU. As a result, the City and the Union have met and conferred on the matter and entered into this Side Letter of Agreement to clarify the HFCA MOU language to the Fire Education Incentive program.

Effective July 1, 2007, Article 12.00 Miscellaneous Allowances shall be amended as set forth below.

12.01 Fire Education Incentive Program

Employees eligible to participate in this program are those in the classifications covered by this MOU.

A. Qualification Requirements.

1. Candidates must complete a minimum of fifty (50) hours of approved study and training during each qualification period as defined below.
 - a) Employees shall be eligible for additional compensation as defined in Section 4 (a) on July 1 providing, they have completed necessary program requirements between January 1 and June 30 during the preceding twelve (12) months. Recertification as required shall take place during the following twelve (12) month period.
 - b) Employees shall be eligible for additional compensation as defined in Section 4(a) on January 1 providing, they have completed necessary program requirements between July 1 and December 31 during the preceding twelve (12) months. Recertification as required shall take place during the following twelve (12) month period.

2. Approved Study and Training.

- (a) Credit will be provided for approved study and training in accredited outside training programs (defined below) provided courses taken do not substantially duplicate the in-service training provided by the Hayward Fire Department.
- (b) Candidates may take courses in accredited public or private schools, colleges, or universities if the courses are identified as courses that would improve their efficiency, knowledge, or competency in the performance of their duties.
- (c) Candidates may receive credit for participation in California Fire Training Courses offered by the state Department of Education Fire Training Program. Credit for participation in these courses shall be on the basis of one (1) hour of credit for each hour of classroom study.
- (d) Enrollment in correspondence courses and educational television courses may be approved providing such courses are acceptable for credit towards a baccalaureate degree by a college or university with maximum accreditation from the Western Association of Schools and Colleges. Such courses must also be consistent with the general aims and requirements of the program.
- (e) Four (4) or more units of approved public school, college, or university work shall be equivalent to fifty (50) hours of classroom study. Credit for special classroom study or training obtained by participation in state Fire Training Courses or other approved sources may be combined with college enrollment to obtain the required fifty (50) hours only upon approval of the Fire Chief.
- (f) Candidates who wish to enroll in an outside school, college, or university must submit, in advance of enrollment, a report to the Fire Chief for approval showing the name of the school, the subject, the number of credits or units, the name of the instructor, and the class schedule. Candidates who wish to appeal the decision of the Fire Chief with respect to the suitability of intended training or course work, may do so by fully stating their position in writing to the Program Review Committee whose decision shall be final.
- (g) Candidates attending outside schools, colleges, or universities will be required to complete the selected course of study with a minimum grade of "C" or its equivalent. Transcripts or other official notification from the institution shall be furnished to the Fire Chief. For non-graded courses or training programs, a certificate of completion together with evidence of satisfactory attendance shall be required.

3. Teaching.

- (a) Candidates who hold a valid California teaching credential or who have completed the requirements for the teaching credential may secure credit by teaching without compensation in an accredited fire service training program or school.

B. Additional Compensation.

1. Employees completing fifty (50) hours of approved study or training during the appropriate qualification period shall receive additional compensation of two and one half percent (2.5%) above the salary step currently held. Said compensation shall be paid for a twelve (12) month period as defined in Section A above.
2. A candidate who obtains an Associate Degree in Fire Science or an appropriately related field as determined by the Program Review Committee shall be entitled to additional compensation of two and one half percent (2.5%) above the salary step currently held. This additional compensation shall be considered "permanent" and not subject to re-qualification requirements. Credit under this section will be allowed for approved state Fire Training Courses successfully completed by employees on the basis of eighteen (18) hours of classroom study being equivalent to one (1) "quarter" unit of academic work (equivalent quarter unit).

A maximum substitution of thirty (30) "equivalent quarter units" will be allowed in qualifying for the compensation allowed by this section. Candidates who have completed ninety (90) quarter units or more of academic work with thirty (30) units in Fire Science, but who do not possess an Associate Degree, may apply to the Fire Chief for the additional compensation authorized by this section. The Fire Chief may either approve such request or refer it to the Program Review Committee for determination. The decision of the Program Review Committee shall be final.

3. A candidate who obtains a Bachelor's Degree shall be entitled to additional compensation of five percent (5%) above the salary step currently held provided said degree was obtained during the course of employment in the Hayward Fire Department. Compensation shall be provided under this section to candidates who obtained a Bachelor's Degree prior to employment provided that they hold a Fire Science Certificate, or its equivalent, as determined by the Program Review Committee. For the purpose of this section, the work required for a Fire Science Certificate shall be the program requirements currently in effect at Chabot College, Hayward. Candidates who have completed two hundred (200) quarter units or more of academic work with thirty (30) units in Fire Science, but who do not possess a Bachelor's Degree, may apply to the Fire Chief for the additional compensation authorized by this section. The Fire Chief may either approve such request or refer it to the Program Review Committee for determination. The decision of the Program Review Committee shall be final.

4. Employees who qualify for additional compensation under paragraphs B2 and B3 above may obtain an additional two and one half (2.5) salary increase without the need to continue their work in the program as set forth in paragraph B1.
 5. Employees who qualify for additional compensation under B3 above and who have completed two hundred and forty (240) hours of additional education calculated at a maximum of forty-eight (48) hours per year shall be entitled to additional permanent compensation of seven and one half percent (7.5%) above the salary step currently held without the need to continue work in the program as required in B3 above.
 6. In no event shall any employee receive an Education Incentive Premium in excess of seven and one-half percent (7.5%) by reason of their participation in this program.
 7. The City will report all of the above outlined educational incentives in Section 12.01 Fire Education Incentive Program to CalPERS as special compensation.
- C. Program Review Committee. A Program Review Committee consisting of the City Manager, Fire Chief, Director of Human Resources, or their designated alternates, and two representatives of the Association eligible to participate in the Program shall assist in its administration. The committee shall resolve questions of eligibility, hear appeals from candidates with respect to acceptability of course work or training programs, and decide any other questions which may arise in the administration of the program and (or) interpretation of this section. A quorum of three (3) voting members shall be required, and decisions of the committee shall be by majority vote of those in attendance.
- D. General Instructions.
1. Each course of study, training, or teaching assignment must be approved in advance by the Fire Chief.
 2. All time spent in qualifying for the program shall be off-duty time and shall entail no cost to the City, nor shall compensation be received from any other source. Benefits allowed an employee under the "GI Bill" shall not be precluded by this section.
 3. No credit will be given for seminars, workshops, or mandatory training programs.

Impacts and Effects of Previous MOU Language

CalPERS has determined that the impacts and effects of the previous MOU Language do not allow for the education incentive currently received by employees to be counted as pensionable compensation. It was, and remains, the intent of the parties that the education incentive be counted as special compensation and available to all members of the bargaining unit who obtain the requisite education.

The Parties mutually agree to this Side Letter of Agreement and that it has been incorporated by reference to the current MOU and run with succeeding MOU unless incorporated into the body of future agreements.

For Hayward Fire Chiefs' Association: **For City of Hayward:**



Scott Anderson, Deputy Fire Chief

Date 9.4.25



Jayanti Addleman, Interim City Manager

Date 9/15/2025



Ryan Hamre, Deputy Fire Chief

Date 9-4-25



Regina Youngblood, Assistant City Manager

Date 9/15/2025