

**SIDE LETTER OF AGREEMENT****BETWEEN****CITY OF HAYWARD****AND****THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)****LOCAL 1909 & HAYWARD FIRE OFFICERS ASSOCIATION (HFOA)**

Representatives of the City of Hayward and IAFF, Local 1909 have met and conferred in good faith regarding the projected revenue shortfall and budget deficit facing the City of Hayward for FY 2026-27 and temporary measures necessary to address the projected FY2026-27 General Fund shortfall. The parties previously entered into a side letter agreement memorializing efforts to address the City's FY2025-26 General Fund deficit (the "Original Side Letter"). In partnership to stabilize City finances while maintaining essential fire and emergency services, the parties agree to the terms contained in this Side Letter of Agreement ("Agreement"). The Agreement amends specific provisions of the current Memoranda of Understanding between the City and IAFF, Local 1909, Firefighter and Fire Officers Units, through December 31, 2029 (each a "Current MOU" and collectively, the "Current MOUs") and the Original Side Letter.

Except where specifically modified below, all other terms of the Current MOUs remain unchanged. Where conflicts exist between this Agreement and prior side letters or MOU language, this Agreement supersedes them for the duration specified. The terms become effective the first full pay period following City Council approval unless otherwise stated.

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**1. Formal Fiscal Reassessment Process**

To ensure transparency, accountability, and joint planning, the parties agree to the following:

**A. Bimonthly Fiscal Review Meetings**

Beginning January 2026, the parties shall meet every two months to review:

- Citywide reserve and cash position
- Fire Department sworn overtime expenditures and savings
- Progress in achieving the 2026 temporary savings targets
- New or anticipated revenues

**B. Formal Reassessment:**

- a. No later than March 2027, the Parties will reconvene to discuss options for addressing salary increases in FY2027-28, including
  - i. Capping the survey-based salary increases
  - ii. Splitting implementation of salary increases over time

- iii. Increasing employee CalPERS contributions
    - iv. Extending the minimum staffing reduction.
  - b. By written mutual agreement, the parties may extend temporary modifications described herein beyond June 30, 2027.
  - c. Nothing in this section waives the Union's right to negotiate over mandatory subjects of bargaining.
  - d. The above listed items are topics for discussion and nothing in this section is or shall be construed as an agreement by either Party to any of these options.
- 2. Temporary Assignment Brownout
  - a. In addition to the other temporary measures detailed below, the parties agree to brownout the Public Information Officer (PIO) assignment, effective beginning the pay period following City Council approval of this Agreement. This temporary assignment brownout shall sunset on June 30, 2027.

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- 3. Section 4.05 of the Current MOUs will be amended as set forth 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 nine (9) engine companies and two (2) truck companies, and one specialized rescue squad. Each 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 (squad) shall be staffed with a minimum complement of two (2) Firefighters.

Effective January 1, 2025, daily staffing shall consist of a minimum of thirty-eight (38) personnel and a combined total of twelve (12) companies, and one (1) specialized rescue squad. Each engine and truck company shall be staffed with three (3) personnel qualified to function in the following roles: one (1) Captain, one (1) Apparatus Operator, and one (1) Firefighter. The specialized rescue squad shall be staffed with a minimum complement of two (2) Firefighters.

Notwithstanding any other provision of this Memorandum of Understanding, the Fire Chief or their 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 sessions 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.

**Before January 1, 2025, if** the contract with the Fairview Fire Protection District is discontinued, minimum staffing shall revert to eight (8) engine companies and two (2) truck companies and from thirty-three (33) to thirty (30) staff members. There shall be no demotion as a result of any such reduction in staff except by attrition.

Effective January 1, 2025, if the contract with the Fairview Fire Protection District is discontinued, minimum staffing shall revert to a combined total of eleven (11) companies and one (1) specialized rescue squad and from thirty-eight (38) to thirty-five (35) staff members. There shall be no demotion as a result of any such reduction in staff except by attrition.

**Notwithstanding the foregoing, the following provisions shall be effective beginning in the pay period including City Council adoption of this Agreement and shall sunset on June 30, 2027, unless the Parties mutually agree in writing to extend or modify this Agreement:**

- 1) **The following companies shall be temporarily browned out:**
  - a. **Engine 11: One (1) Captain, One (1) Apparatus Operator, One (1) Firefighter**
  - b. **Squad 2: Two (2) Firefighters**
- 2) **Minimum daily staffing shall be thirty-three (33) personnel with a combined total of eleven (11) companies, reflecting the temporary brownouts listed above.**
- 3) **No promotions will be rescinded, and no employees shall be demoted as a result of the suppression company (Engine 11 and Squad 2) temporary brownouts set forth above.**
- 4) **All affected personnel will be reclassified for calendar year 2026 into:**
  - a. **Route Captain**
  - b. **Route Apparatus Operator**
  - c. **Route Firefighter**
- 5) **For the period of January 1, 2026 through June 30, 2027, the Fairview Fire Protection District contingency language will be updated as follows:**  
  
**If the contract with the Fairview Fire Protection District is discontinued, minimum staffing shall revert to eight (8) engine companies and two (2) truck companies and from thirty-three (33) to thirty (30) staff members. There shall be no demotion as a result of any such reduction in staff except by attrition.**
- 6) **All other language in this section regarding acting assignments, captains' meetings, and training, contingencies remains unchanged.**

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4. Section 6.01 of the Current MOUs will be amended as set forth below:

#### **6.01 Retirement Plan**

The City shall continue that contract with the Public Employees' Retirement System (PERS), and all amendments thereto, which provide retirement benefits to members of the representation unit presently in effect. Effective January 1, 2001, the City amended its contract with the PERS to provide Bargaining Unit employees with the 3% @ 50 retirement formula for PERS Classic members. Effective January 1, 2013, the contract was amended to provide a 2% @ 50 or 2.7% @ 57 retirement formula for PERS PEPRA members.

#### **Optional Benefits, Cost Sharing (PERS Contributions)**

(A) Employees Hired Before January 1, 2013

The provisions described in this Section A apply only to CalPERS eligible employees hired before January 1, 2013, or to eligible employees hired after that date who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c). Referred to as CalPERS "Classic Members."

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with PERS, and all amendments to that contract, including:

1. Section 21362.2 – 3% @ 50 Retirement Formula;
2. Section 20042 – Final Compensation one (1) year;
3. Section 20965 – Unused Sick Leave Credit;
4. Section 21547.7 – Alternative Death Benefit for Local Fire Members Credited with twenty (20) or More Years of Service;
5. Section 21573 – 1959 Survivor Benefits Level three (3);
6. Section 21329 – 2% Annual Cost-of-Living Allowance Increase;
7. Section 20516 – Member Sharing Cost of Optional Benefit;
8. Section 20903 – Additional Service Credit two (2) Years;
9. Section 21551 – Pre Retirement Death Benefit to Continue after Remarriage;
10. Section 21027 – Military Service Credit for Retired Persons;
11. Section 21024 – Military Service Credit for as Public Service;
12. Section 21635 – Post-Retirement Survivor Allowance to Continue after Remarriage;
13. Section 21624/21626 – Post-Retirement Survivor Allowance;
14. Section 21620 – Retired Death Benefit; and
15. Section 20055 – Prior Service.

Upon implementation of this agreement, "**Classic**" employees shall continue to pay a total of fifteen percent (15%) of reportable wages to fund employee pensions until such time that a successor agreement is negotiated. ~~This contribution represents the employee's fifty percent (50%) of normal cost as determined by CalPERS. The balance, if any, of this contribution shall constitute employee payment of a portion of the employer's fifty percent (50%) of normal cost as determined by CalPERS.~~ **The fifteen percent (15%) of reportable wages is comprised of the nine percent (9%) mandated CalPERS published employee rate, plus an additional six percent (6%) employee contribution under Government Code Section 20516 Cost Sharing into the employee's account that will reduce the City contribution by 6% that would otherwise be required to pay to CalPERS for these employees.**

The term "normal cost" is defined in section 7522.04(g) of the Government Code as "the portion of the present value of projected benefits under the defined benefit that is attributable to the current year of service, as determined by the public retirement system's actuary according to the most recently completed valuation."

(B) Employees Hired On or After January 1, 2013

This Section B shall apply to CalPERS eligible employees hired on or after January 1, 2013, who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c). Referred to as CalPERS "New Members." The retirement plan for these employees shall be the retirement plan which the City is required to provide for new members pursuant to California Public Employees' Pension Reform Act of 2013.

- i. As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply.

- ii. As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit for these employees, final compensation shall mean the highest average annual pensionable compensation earned during thirty-six (36) consecutive months of service.
- iii. As required by Government Code Section 7522.30, employees shall have an initial contribution rate of fifty percent (50%) of the total normal cost rate as defined in Section 7522.04 (g).
- iv. Other contracted benefits include:
  - 1. Section 20965 – Unused Sick Leave Credit;
  - 2. Section 21547.7 – Alternative Death Benefit for Local Fire Members Credited with twenty (20) or More Years of Service;
  - 3. Section 21573 – 1959 Survivor Benefits Level three (3);
  - 4. Section 21329 – 2% Annual Cost-of-Living Allowance Increase;
  - 5. Section 20516 – Member Sharing Cost of Optional Benefit;
  - 6. Section 20903 – Additional Service Credit two (2) Years;
  - 7. Section 21551 – Pre-Retirement Death Benefit to Continue after Remarriage;
  - 8. Section 21027 – Military Service Credit for Retired Persons;
  - 9. Section 21024 – Military Service Credit for as Public Service;
  - 10. Section 21635 – Post-Retirement Survivor Allowance to Continue after Remarriage;
  - 11. Section 21624/21626 – Post-Retirement Survivor Allowance;
  - 12. Section 21620 – Retired Death Benefit; and
  - 13. Section 20055 – Prior Service.

New members shall continue to pay a total of fifteen percent (15%) of reportable wages to fund their pension until such time that a successor agreement is negotiated. The fifteen percent (15%) of reportable wages is comprised of the CalPERS published employee rate, plus the additional contribution to the City's employer rate that the City would otherwise be required to pay to CalPERS for these employees. Under Section 20516, the additional contributions are as follows:

Effective the pay period including July 1, 2013	3.75%
Effective the pay period including July 1, 2016	5.25%
Effective the pay period including July 1, 2020	4.50%

Following the 2018 Valuation Report, under Section 20516, effective July 1, 2020, employees' ~~contributing~~ **contribution** will be adjusted to four and one-half percent (4.50%). If CalPERS enacts a change to the employee rate as reflected in the Annual Valuation Report, the parties will amend this section to ensure it accurately reflects new members pay a total of fifteen percent (15%) of reportable wages to fund their pension. This contribution represents the employee's fifty percent (50%) of normal cost as determined by CalPERS. The balance, if any, of this contribution shall constitute employee payment of a portion of the employer's fifty percent (50%) of normal cost as determined by CalPERS.

In no event shall the employee contribution be less than fifty percent (50%) of the total normal cost rate, as required by Government Code Section 7522.30.

5. Section 7.12 of the Current MOU with the IAFF, Local 1909, Fire Officers Unit will be amended as set forth below:

### **7.12 Salaries**

In the pay period that includes January 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 unit in the amount that results from application of the salary formula below, except for the caps and exceptions that are referenced within this section:

**Except as specified above, b**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  $(\text{Total Compensation average of top four (4) agencies} - \text{Total Compensation of Hayward Firefighter}) / \text{Base pay of Hayward Firefighter}$ , rounded to the nearest one hundredth of a percent (.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; holiday pay; and health coverage. The amount to be included in the survey for health coverage for the City of Hayward IAFF Local 1909 shall be the amount of the Kaiser Region 1 subscriber +2 premium for the health, dental, and vision plans. For the purpose of this survey, the value of vacation shall be determined as follows: maximum vacation hours divided by twelve (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.

Salary adjustments are to be made annually on the basis of the Survey Formula, the survey shall be completed by November 30th **of each year** and shall include all salaries and benefits effective on January 1 of each year of the adjustment, and approved by the agency’s board or council. If on July 1 of the year of the adjustment, any of the agencies in the survey reaches a settlement retroactive to January 1, thereby changing the average of the top four (4) agencies, a one-time adjustment will be made to salaries to reflect that change within three (3) months of July 1.

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

**Notwithstanding the foregoing, the 3.82% salary adjustment to which members of Local 1909 would be entitled effective January 1, 2026, based on the criteria set forth above, will be deferred as follows:**

- **3.82% will be deferred effective January 1, 2026 through and including the last full pay period prior to July 1, 2027;**

**Unless otherwise mutually agreed, the salary survey will be conducted for calendar year 2027 consistent with the terms set forth above and will be the subject of discussions between the City and the Union scheduled for no later than March 2027. Any wage increases resulting from the calendar year 2027 survey will be implemented in the pay period that includes July 1, 2027 unless otherwise mutually agreed. Any other modifications to this section, including any additional salary increase deferrals shall only be effective if they are part of a signed, mutual written agreement that has been approved by both Local 1909’s membership and the City Council.**

The base rate for the classification of Battalion Chief shall be fourteen and one half percent (14.5%) greater than the highest-ranking classification within the MOU between the City of Hayward and the Hayward Firefighters IAFF Local 1909, with applicable conversion for forty (40) hour versus fifty-six (56) hour rates.

The base rate for the classification of Fire Training Officer and the Fire Marshal shall be ten percent (10%) greater than the base rate for Battalion Chief (40- hour).

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6. Section 7.12 of the Current MOU with the IAFF, Local 1909, Firefighter Unit will be amended as set forth below:

### **7.12 Salaries**

In the pay period that includes January 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 unit in the amount that results from application of the salary formula below, except for the caps and exceptions that are referenced within this section:

Except as specified above, 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 one hundredth of a percent (.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; holiday pay; and health coverage. The amount to be included in the survey for health coverage for the City of Hayward IAFF Local 1909 shall be the amount of the Kaiser Region 1 subscriber +2 premium for the health, dental, and vision plans. For the purpose of this survey, the value of vacation shall be determined as follows: maximum vacation hours divided by twelve (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.

Salary adjustments are to be made annually on the basis of the Survey Formula, the survey shall be completed by November 30th of each year and shall include all salaries and benefits effective on January 1 of each year of the adjustment and approved by the agency’s board or council. If on July 1 of the year of the adjustment, any of the agencies in the survey reaches a settlement retroactive to January 1, thereby changing the average of the top four (4) agencies, a one-time adjustment will be made to salaries to reflect that change within three (3) months of July 1.

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

**Notwithstanding the foregoing, the 3.82% salary adjustment to which members of Local 1909 would be entitled effective January 1, 2026, based on the criteria set forth above, will be deferred as follows:**

- **3.82% will be deferred effective January 1, 2026 through and including the last full pay period prior to July 1, 2027;**

**Unless otherwise mutually agreed, the salary survey will be conducted for calendar year 2027 consistent with the terms set forth above and will be the subject of discussions between the City and the Union scheduled for no later than March 2027. Any wage increases resulting from the calendar year 2027 survey will be implemented in the pay period that includes July 1, 2027 unless otherwise mutually agreed. Any other modifications to this section, including any additional salary increase deferrals shall only be effective if they are part of a signed, mutual written agreement that has been approved by both Local 1909's membership and the City Council.**

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7. Section 9.04 of the Current MOU with the IAFF, Local 1909, Firefighter Unit will be amended as set forth below:

**9.04 Scheduling of Vacation Leave for Fifty-Six (56) Hour Employees**

Vacation leave shall start on any scheduled work shift throughout each calendar year, subject to the needs of the service and the approval of the Fire Chief. Consideration shall be given to seniority in actual scheduling of vacation leaves. In the event an employee is transferred between platoons for the convenience of the department, vacation periods previously approved by the Fire Chief shall not be canceled for this reason. Compensatory time off credits may be used in conjunction with vacation leave if found feasible by the Fire Chief. However, total off-duty time for any one (1) period shall not exceed fifty-one (51) calendar days except upon specific approval of the Fire Chief. Five (5) employees of any given rank on the same shift may use vacation leave simultaneously. **Effective January 1, 2028, six (6) employees of any given rank on the same shift may use vacation leave simultaneously.**

***Requesting Compensatory/Vacation Time Off***

The Fire Chief or designated representative must approve any revisions in scheduled vacation and compensatory time off. In the event an employee's remaining vacation leave balance or compensatory time balance is less than twelve (12) hours, the Fire Chief may authorize the employee using a combination of the two (2) to total a twelve (12) hour increment. Requests for the use of vacation or compensatory time off shall normally be made through a Battalion Chief.

***Number of Employees Allowed Off***

No more than five (5) employees shall be guaranteed the use of vacation leave on any given day. If less than five (5) employees are scheduled off on vacation, employees using compensatory time may also be scheduled off up to a combined total of five (5) persons. **Effective January 1, 2028, this number will increase to no more than six (6) employees shall be guaranteed the use of vacation leave on any given day. If less than six (6) employees are scheduled off on vacation, employees using compensatory time may also be scheduled off up to a combined total of six (6) persons.** There shall be no restriction on the number of persons in each rank who may simultaneously use compensatory time off. The scheduling of compensatory time off will be on a *first come first served* basis, but such time off may not be scheduled less than twenty-four (24) hours in advance, nor more than ninety (90) days in advance. More than five (5) employees may be allowed off simultaneously for the use of vacation or compensatory time in the event staffing levels so permit. The number of employees allowed off on leave at one (1) time shall not be affected by employees who are absent because of non-occupational illness or injury and who are using compensatory time or vacation because of having exhausted sick leave benefits; nor shall absences of management employees requiring bargaining unit members to act in their stead be considered.

***Vacation/Compensatory Leave Increments***

Vacation and/or compensatory time off must be used in increments of twelve (12) hours, either 0800 hours to 2000 hours or 2000 hours to 0800 hours the following day. As an exception to the foregoing, a Battalion Chief may grant the use of leave in excess of twelve (12) hours but less than twenty-four (24) hours if such approval does not prevent other employees from using a twelve (12) hour leave period. In case of such conflicts, the first requesting employee shall be given the choice of extending the leave to a full twenty-four (24) hour period, or having the approved period of leave modified to twelve (12) hours only.

***Vacation Selection Process***

Vacation time off will be selected in advance, and the selection process shall commence in December prior to the calendar year in which the vacation time will be used. Two (2) rounds of vacation selection activity shall be permitted, and selections so made on each shift shall be on the basis of departmental seniority. In each round, employees may select one (1) to six (6) shifts of vacation leave which must fall entirely within one (1) designated vacation period. One (1) vacation period is defined as three (3) contiguous "sets". An employee's turn in the selection process is defined as either a PASS, or the selection of from one (1) to six (6) shifts of vacation time off. Once the two (2) rounds of vacation selection have been completed, the remaining days will be made available on a *first come first served* basis.

***Cancellation of Scheduled Vacation***

Scheduled vacation shall not be canceled with less than ten (10) days' advance notice. Scheduled vacation may be canceled with less than ten (10) days' advance notice only in the event of illness of the employee, or illness of a family member which qualifies the employee for use of family sick leave (physician's verification required in both instances); use of funeral leave; or if less than four (4) employees are scheduled off on vacation and/or compensatory time on the day(s) to be canceled. As an exception to the foregoing, vacation may be canceled with twenty-four (24) hours advance notice provided the vacation period in question was approved within the preceding ten (10) calendar days.

***Notification of Canceled Vacation Days***

All stations shall be notified of canceled vacation days within twenty-four (24) hours via station printer or equivalent means of communication. All employees on the same shift, starting with the employee who is next senior to the employee canceling the vacation and proceeding thereafter on the basis of seniority, shall have twenty-four (24) hours within which to select the canceled vacation period or a portion thereof after which the remaining time shall be available on a *first come first served* basis.

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8. Section 10.03 of the Current MOUs will be amended as set forth below:

**10.03 Sick Leave Allowance**

After completing three (3) months of continuous, full-time satisfactory service, full-time employees other than temporary and provisional employees shall be eligible for sick leave according to the following schedule.

Employees who work a forty (40) hour workweek shall accrue three and ninety-six hundredths (3.96) hours of sick leave credit per payroll period.

**Effective the pay period containing January 1, 2028, employees who work a forty (40) hour workweek shall accrue sick leave based on their years of service as follows:**

- **Employees with 0–15 years of service: increase from 3.96 hours per pay period to 4.946 hours per pay period**
- **Employees with more than 15 years of service: increase from 3.96 hours per pay period to 5.94 hours per pay period**

Employees who work a fifty-six (56) hour workweek shall accrue five and fifty-four hundredths (5.54) hours of sick leave credit per payroll period.

**Effective the pay period containing January 1, 2028, employees who work a fifty-six (56) hour workweek shall accrue sick leave based on their years of service as follows:**

- **Employees with Zero (0) to fifteen (15) years of service shall accrue six and ninety-two hundredths (6.92) hours of sick leave credit per payroll period.**
- **Employees with more than fifteen (15) years of service shall accrue eight and thirty-one hundredths (8.31) hours of sick leave credit per payroll period.**

There shall be no limit on the number of unused hours of sick leave which may be accumulated by an employee. Employees who (1) have a balance of six hundred (600) hours or more as of December 31 of each calendar year, and (2) have not used more than two (2) shifts for fifty-six (56) hour employees and twenty-four (24) hours for forty (40) hour employees during the calendar year shall receive an additional twenty-four (24) hours added to their vacation balance on the first paycheck in February of the following year.

Temporary or part-time employees who do not qualify for sick leave under the provisions of this MOU may be entitled to sick leave in accordance with Administrative Rule 2.46, Paid Sick Leave.

Sick leave records shall be maintained on an hourly basis. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay. An employee unable to return to work after a further period allowed on sick leave without pay may be retired for disability or separated.

A new parent may use up to one-hundred and twenty (120) hours of earned sick leave upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings. Any leave granted under this provision shall run concurrently with FMLA/CFRA leave and must be used within one (1) year of the birth or placement of the child.

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## 9. Reopener / Restoration

- A. If the March 2027 formal reassessment set forth in Section 1 of this Agreement demonstrates that the City's financial condition has materially improved, the parties agree to a decision-based meet and confer to: (a) restore deferred COLA components; (b) restore staffing as described in the Current MOU; and (c) evaluate reinstatement or expansion of browned-out companies.
- B. Nothing in this Agreement waives the Union's right to negotiate over mandatory subjects of bargaining.
- C. Any modification to this Side-Letter of Agreement or the MOU shall occur only by mutual written agreement executed by authorized representatives of both parties. In the event of impasse, all existing terms and conditions of the agreements shall remain in full force and effect.

10. Duration/Sunset


- A. Unless otherwise specified, the concessionary amendments to Sections 4.05 (Minimum Staffing) and the suspension of the salary adjustments (7.12) will sunset on June 30, 2027 without further action, unless mutually extended through a signed written agreement.
- B. The amendments to Section 6.01 (Retirement Plan) Section 9.04 (Scheduling of Vacation and Leave for 56-Hour Employees) and 10.03 (Sick Leave) do not sunset.

11. Miscellaneous Provisions

- A. Governing Law/Venue. The formation, construction, and performance of this Agreement, and any dispute arising from the relationship between the parties shall be subject to binding arbitration.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Union pertaining to the subject matters covered and may only be modified in writing signed by both parties.
- C. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions.

For Local 1909

For City of Hayward

  
Andrew Ghali (Apr 11, 2026 17:06:32 PDT)

Andrew Ghali, Local 1909 President

  
Jeff Dimick (Apr 2, 2026 19:28:19 PDT)


Jeff Dimick, HFOA President



Jennifer Ott, City Manager

  
Burke Dunphy (Apr 2, 2026 19:35:56 PDT)

Burke Dunphy, Chief Negotiator



Ian Tecson, Director of Human Resources

Dated 04/11/2026

Dated 04/02/2026