

**CITY OF HAYWARD**

**and**

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1909**

**SIDE LETTER OF AGREEMENT**

In May 2020, representatives of the City of Hayward and IAFF, Local 1909 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 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. This agreement became effective May 25, 2020. In recognition of Local 1909's partnership and because FY 2021 revenues surpassed projections, the parties mutually agree to restore the two percent (2%) base wage salary increase originally due to members the pay period including July 1, 2020, but which Local 1909 agreed to forego.

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.

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## **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 – No wage adjustment shall occur during FY 2021.

FY 2022 – The base wage shall be increased for 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 be 4% (2% of which IAFF Local 1909 previously agreed to forego pursuant to the aforementioned side letter effective May 25, 2020, and 2% originally due to the membership effective the pay period including July 1, 2021).

FY 2023 – The base wage shall be increased for 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 be 50% of the salary survey.

FY 2024 – The base wage shall be increased for the pay period that includes July 1, 2023, based on the established salary survey.

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.

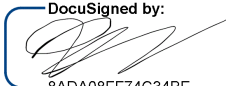
For the term of this agreement, salary adjustments will be based on the following cities: Alameda, Berkeley, Daly City, Fremont, Hayward, Palo Alto, Richmond, San Leandro (Alameda County Fire Department), San Mateo, Santa Clara, and Vallejo.

**7.13 One-Time Cash**

Effective the pay period that includes July 1, 2021, all classifications covered by this MOU shall receive a one-time cash payment equivalent to two percent (2%) of annual base salary as of June 1, 2021.

For Local 1909

For City of Hayward

DocuSigned by:  


DocuSigned by:  


Andrew Ghali, Local 1909 President

Kelly McAdoo, City Manager

Date 6/4/2021

Date 6/23/2021