Hayward Firefighters · Local 1909

22734 Main Street · Hayward, California 94541-5007
Business Line: (510) 885-1909 · Office/Fax (510) 885-0385

SIDE LETTER AGREEMENT BETWEEN THE CITY OF HAYWARD AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL 1909

This Side Letter of Agreement is made between the City of Hayward (City) and the International Association of Firefighters (IAFF) Local 1909 (Local 1909) to amend the current Memorandum of Understanding effective January 1, 2008 and extended through December 31, 2018 (hereinafter referred to as "2008-2018 MOU") between parties to add bilingual pay.

The City and the Local 1909 agree that the terms of this Side Letter of Agreement shall become effective with the pay period that includes January 25, 2016 and shall remain in effect for the remainder of the term of the 2008-2018 MOU and until the parties have completed the meet and confer process for a successor MOU.

BILINGUAL PAY

The Fire Chief or designee shall identify those employees who are required in the performance of their duties to converse and/or communicate in writing with the public in a language other than English. Employees so designated who have demonstrated their competency in a second language by successfully completing a fluency test administered through the Human Resources Department, by a third party vendor, shall receive bilingual pay as provided below

1. Employees who are required in the performance of their duties to converse with the public in a language other than English, and who have demonstrated their competency in a second language by successfully completing a fluency test administered through the Human Resources Department, shall receive bi-lingual pay in the amount of thirty dollars ($30) per pay period.
2. Employees who are required in the performance of their duties to converse with the public and communicate in writing and/or translate official written documents in a language other than English and who have demonstrated their competency in a second language by successfully completing a fluency test administered through the Human Resources Department, shall receive bilingual pay in the amount of one hundred dollars ($100) per pay period.

In no event shall an employee receive more than one hundred dollars ($100) per pay period for bilingual pay pursuant to this section. The City may test an employee to confirm their bilingual

competency at any time if the City has a reasonable cause to question the employee's skills. The parties mutually agree that the competency testing shall be administered by a third party vendor and that the testing process is not subject to grievance. Employees who do not demonstrate continued competency will cease receiving bilingual pay until such time competency is again demonstrated.

If an employee is deemed ineligible for bilingual pay due to competency testing, he or she can request in writing to the Director of Human Resources Director or a designated representative to retest. An employee may retest after thirty (30) days of the previous competency test.

The Fire Chief shall regularly review the Department's need for bilingual services and retains the discretion to recommend to the City Manager whether it is necessary increase or decrease the number of personnel required to converse and/or write in a language other than English in the performance of their duties.

Executed on this 20th day of January, 2016 at Hayward, California.

For the City of Hayward:

Fran David
City Manager

Andrew Ghali, President
IAFF, Local 1909, AFL-CIO

Nina S. Collins
Director of Human Resources