

# **Memorandum of Understanding**

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***BETWEEN***

***CITY OF HAYWARD***

***AND***

***INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS - LOCAL 1909***

**January 1, 2008 through December 31, 2010**

***Extended through December 31, 2014***

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**CITY OF HAYWARD**  
**and the**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO,**  
**LOCAL 1909**

This is an amendment to the Memorandum of Understanding which is currently in effect for the period from January 1, 2008 through December 31, 2010 between the City of Hayward and Local 1909 of the International Association of Fire Fighters, AFL-CIO. This amendment shall become effective upon ratification by the membership of Local 1909 and approval by the Hayward City Council.

In recognition that the City has a projected imbalance in its overall General Fund budget and must therefore reduce expenditures and increase revenues to the extent necessary to bring the budget into balance, the parties hereby agree as follows:

The term of the Memorandum of Understanding shall be extended by four (4) years, hence the Memorandum of Understanding shall now be in effect for the period from January 1, 2008 through December 31, 2014.

Unless the City and Local 1909 reach agreement to make other changes to the Memorandum of Understanding as amended herein, salary adjustments shall be provided by the City each year during the extended term of the Memorandum of Understanding for the members of the bargaining unit in the amounts required by section 7.12, subject, however, to the following additional terms and conditions:

2008

If the percentage salary adjustment that would be provided for the members of the bargaining unit on January 1, 2008, pursuant to section 7.12 of the Memorandum of Understanding is less than or equal to four, no salary adjustment shall be made for the year 2008. Otherwise, the percentage salary adjustment for the members of the bargaining unit on January 1, 2008, shall be the percentage salary adjustment that would otherwise be provided on that date less four percent.

2009

If the percentage salary adjustment that would be provided for the members of the bargaining unit on January 1, 2009, pursuant to section 7.12 of the Memorandum of Understanding is less than or equal to three, no salary adjustment shall be made for the year 2009. Otherwise, the percentage salary adjustment for the members of the bargaining unit on January 1, 2009, shall be the percentage salary adjustment that would otherwise be provided on that date less three percent.

Effective January 1, 2009, the amount of the supplemental monthly contribution provided under section 6.07 of the Memorandum of Understanding for retiree medical shall be in an amount not to exceed the Bay Area/Sacramento Region Basic premium for the 2009 CalPERS Kaiser health plan, Premium Rate 1-Party rate that is effective January 1, 2009, rather than the amount of \$249.18 per month, and City payment for the option of enrollment in the PERS Care health plan shall be eliminated for active employees who have yet to retire. Employees represented by Local 1909 shall contribute 1% of salary (excluding overtime) beginning January 1, 2009 and until otherwise negotiated, to fund this benefit, which shall be placed in an irrevocable trust to fund such enhanced retiree medical benefits.

#### 2010

If there is an increase in the Consumer Price Index – All Urban Consumers for the San Francisco Bay Area (San Francisco-Oakland-San Jose) from October 2008 to October 2009, the floor for the annual salary adjustment to be made provided to members of the bargaining unit in 2010 shall be ninety percent (90%) of that increase provided, however, that the floor shall be 100% of that increase in the event all members of the bargaining unit have obtained emergency medical accreditation and licenses (Paramedic/EMT), and meet Fire Department goals for annual training hours in all aspects of the firefighting profession. If the percentage salary adjustment that would be made for the members of the bargaining unit on January 1, 2010, pursuant to section 7.12 of the Memorandum of Understanding is above the floor, the percentage salary adjustment shall be the floor plus one-third of the net amount above the floor of the percentage salary adjustment that would otherwise be made for the members of the bargaining unit on January 1, 2010, pursuant to section 7.12 of the Memorandum of Understanding.

Example: CPI equals 3%, formula calculates to 4.5% increase. The adjustment would be 3% (floor) +  $[(4.5\% - 3\%) \times 1/3] = 3.5\%$  increase.

If closing total General Fund revenue for fiscal year 2008-2009 exceeds total closing General Fund revenue for fiscal year 2006-2007, a one percent (1%) contribution will be made by the City to an irrevocable retiree medical trust fund to begin funding unfunded retiree medical obligations. This one percent (1%) contribution will not be included in calculations for purposes of salary comparisons as it is being placed in an irrevocable trust not accessible to employees and will be maintained by the City for the sole purpose of meeting financial obligations related to accrued medical liabilities. IAFF Local 1909 possesses no liability for future retiree medical coverage.

#### 2011

If there is an increase in the Consumer Price Index – All Urban Consumers for the San Francisco Bay Area (San Francisco-Oakland-San Jose) from October 2009 to October 2010, the floor for the annual salary adjustment to be made provided to members of the bargaining unit in 2011 shall be ninety percent (90%) of that increase provided, however, that the floor shall be 100% of that increase in the event all members of the bargaining unit have obtained emergency medical accreditation and licenses (Paramedic/EMT), and meet Fire Department goals for annual

training hours in all aspects of the firefighting profession. If the percentage salary adjustment that would be made for the members of the bargaining unit on January 1, 2011, pursuant to section 7.12 of the Memorandum of Understanding is above the floor, the percentage salary adjustment shall be the floor plus one-third of the amount or the percentage salary adjustment that would otherwise be made for the members of the bargaining unit on January 1, 2011, pursuant to section 7.12 of the Memorandum of Understanding.

If closing total General Fund revenue for fiscal year 2009-2010 exceeds total closing General Fund revenue for fiscal year 2007-2008, a one percent (1%) contribution shall be made to an irrevocable retiree medical trust fund to begin funding unfunded retiree medical obligations. This one percent (1%) contribution will not be included in calculations for purposes of salary comparisons as it is being placed in an irrevocable trust not accessible to employees and will be maintained by the City for the sole purpose of meeting financial obligations related to accrued medical liabilities. IAFF Local 1909 possesses no liability for future retiree medical coverage.

### 2012

If there is an increase in the Consumer Price Index – All Urban Consumers for the San Francisco Bay Area (San Francisco-Oakland-San Jose) from October 2010 to October 2011, the floor for the annual salary adjustment to be provided to members of the bargaining unit in 2012 shall be ninety percent (90%) of that increase provided, however, that the floor shall be 100% of that increase in the event all members of the bargaining unit have obtained emergency medical accreditation and licenses (Paramedic/EMT), and meet Fire Department goals for annual training hours in all aspects of the firefighting profession.

If closing total General Fund revenue for fiscal year 2010-2011 exceeds total closing General Fund revenue for fiscal year 2008-2009, a one percent (1%) contribution shall be made to an irrevocable retiree medical trust fund to begin funding unfunded retiree medical obligations. This one percent (1%) contribution will not be included in calculations for purposes of salary comparisons as it is being placed in an irrevocable trust not accessible to employees and will be maintained by the City for the sole purpose of meeting financial obligations related to accrued medical liabilities. IAFF Local 1909 possesses no liability for future retiree medical coverage.

### 2013

An additional one percent (1%) contribution shall be made by the City to an irrevocable retiree medical trust fund to begin funding unfunded retiree medical obligations.

### 2014

An additional one percent (1%) contribution shall be made by the City to an irrevocable retiree medical trust fund to begin funding unfunded retiree medical obligations.

Firefighter Trainee Salaries

The City and Local 1909 further agree that inasmuch as the successful recruitment of qualified applicants to become permanent firefighters in the Hayward Fire Department is a matter of mutual concern, and inasmuch as the successful recruitment of qualified applicants depends in part on the salaries provided by the City to the applicants selected for appointment to the employment classification of Firefighter Trainee, commencing May 13, 2008, the salary of employees in the employment classification of Firefighter Trainee shall be maintained at 10% below the salary of a first step 40 hour firefighter.

Made and entered into on 13 May, 2008.

  
Garrett Contreras, President  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 1909, AFL-CIO

  
Gregory T. Jones, City Manager  
CITY OF HAYWARD

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## SUMMARY OF PROVISIONS

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This summarizes the provisions changes in the Memorandum of Understanding with IAFF Local 1909, covering the period January 1, 2008 through December 31, 2010.

### 1. Salaries:

January 1, 2008 – 2010 – Salaries will be adjusted based on survey formula and CPI provisions detailed in Section 7.12 and in the Side Letter dated February 28, 2007.

On the date hereinafter subscribed, authorized representatives of the City of Hayward herein called City and authorized representatives of International Association of Firefighters Local 1909 herein called the Union entered into negotiations which lead to this Memorandum of Understanding. It is understood and agreed that this Memorandum of Understanding supersedes and replaces that Memorandum of Understanding executed by the Parties in December 2004 and all amendments thereto.

In the event provisions of this Memorandum of Understanding contradict any resolutions, Administrative Rules and Personnel Rules of the City of Hayward, or any Fire Department rules, regulations or orders, the terms of this Memorandum of Understanding shall prevail.

## 1.00 RECOGNITION, DISCRIMINATION AND UNION ACTIVITIES

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### 1.01 Recognition

The City recognizes Local 1909 of the International Association of Firefighters, AFL-CIO, as the exclusive representative of a bargaining unit consisting of all public safety classifications in the Fire Department, excluding management and confidential employees. Public safety classifications are those in which the employees are safety members of the Public Employees Retirement System.

### 1.02 No Discrimination

To the extent prohibited by applicable state and federal law, there shall be no discrimination because of race, creed, color, national origin, sex, age, or protected union activities against any employee or applicant for employment by the Union or by the City or by anyone employed by the City. Protected union activities for the purposes of this section are defined as those activities permitted in accordance with applicable state laws and local ordinances and rules and the Memorandum of Understanding.

### 1.03 Union Meetings

City buildings and other facilities, including the recreational areas of fire stations, shall be made available to the Union upon request for Union meetings, and Union members shall be permitted to attend such meetings while on duty if they

are assigned to the fire station where a meeting is being held. Requests for the use of City buildings or other facilities for a Union meeting shall be submitted to the Fire Chief or his/her designated representative at least 48 hours in advance of the meeting and shall not interfere with the conduct of Fire Department business. Union members on duty shall remain available to perform their duties as necessary.

Members of the Union's Board of Directors who are on duty at the time a Union meeting is scheduled may be allowed to switch assignments with employees at the station where the union meeting is being held. A request must be submitted in writing to the Fire Chief no later than 48 hours prior to the meeting. An exception to this requirement will be made for members of the Union Board who are on duty in an overtime status on the date of a regularly scheduled Union Board meeting and for a regular general membership meeting. Approval of the request shall be contingent upon no use of City vehicles or payment of mileage, no reduction in level of service, and no creation of overtime expense as a result of such switching of assignments. As an exception to the foregoing, the on-duty Battalion Chief may approve the use of a City vehicle if circumstances warrant. No more than one (1) such arrangement shall be approved for a given Union Board member within a thirty day period, except that the Fire Chief may allow a greater frequency when meet and confer sessions are in progress.

#### **1.04 Dues Deductions and Service Fees Payments**

The City agrees to deduct one month's current and periodic Union dues and special assessments from the pay of each employee who, has on file with the City a currently effective payroll deduction authorization for this purpose or who shall thereafter voluntarily execute and deliver to the City the payroll deduction authorization provided by the Union and approved by the City for this purpose.

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the Unit fairly and equally without regard to whether or not an employee is a member of the Union.

All employees covered by this memorandum of Understanding shall become and remain a member of the Union in good standing within thirty (30) days following the beginning of employment or execute a payroll deduction authorization form and thereby pay to the Union an initial fee not to exceed the standard initiation fee required as a condition of acquiring membership in the Union and, thereafter, a month's service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union and special assessments adopted by the Union's membership for the costs of negotiations, contract administration and grievance handling.

As an exception to the foregoing, an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employees' organizations, shall execute a payroll deduction authorization for and thereby pay sums equal to the standard initiation fee required as a condition of acquiring membership in

the Union, and the monthly service fee and special assessments provided above to one of the following;

- Emergency Shelter Program
- City of Hayward Animal Control Program
- Visiting Nurses Association (Hayward Branch)

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made from future earnings to cover the pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues and service fees.

The Treasurer of IAFF Local 1909 shall notify the Director of Finance in writing as to the amount of such initiation fees and monthly dues and special assessments uniformly required of all members of the Union.

Monies withheld by the City shall be transmitted to the Officer designated in writing by the Treasurer of Local 1909 as a person authorized to receive such funds at the address specified.

Upon seven (7) days' notice to the City from the Union that an employee described above has failed to maintain membership in good standing or has failed to maintain current service fee payment or has failed to maintain current charitable contribution to one of the three charities designated above, then the City shall:

1. Counsel the employee of their obligation under the provision.
2. Inform the employee that further failure to maintain the appropriate payments shall subject employee to discharge.

The Union shall indemnify, defend and save harmless the City of Hayward, its officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section.

### **1.05 Union Orientation - New Employee**

A period of up to four hours will be reserved during each recruit training schedule for a Union representative to orient new employees concerning Union business.

### **1.06 Union - Management Relations**

The City and the Union are desirous of effecting significant improvements in labor relations between management and employees represented by Local 1909. In the event the services of a third party facilitator are used in an effort to achieve this end it is agreed and understood that the third party facilitator will not serve as a witness for or resource person to either the City or the Union in any labor relations dispute, arbitration proceeding, or litigation involving the City of Hayward and Local 1909.

## **2.00 PROBATIONARY PERIOD**

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### **2.01 Appointments Subject to Probationary Period**

All appointments to positions covered by Section 1.01 shall be subject to a probationary period. The period of probation shall be one (1) year for all covered classifications. Credit for *acting time* not to exceed six (6) months in the classification to which an employee is promoted shall be applied to the probationary period, provided said acting time is immediately contiguous to appointment in probationary status. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases.

### **2.02 Release of Probationer**

The Department Head shall recommend retention or rejection of the probationer prior to the expiration of the probationary period. During the probationary period an employee may be released at any time without right of appeal. Written notice of release designating the effective date of such action shall be furnished to the probationer.

### **2.03 Release Following Promotion**

Any employee released during the probationary period following promotion shall be reinstated at the former salary step of his/her former position or a position in the class from which promoted unless the reason for his/her release is cause for dismissal. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he/she has satisfactorily served. If any employee is caused to be released by such action he/she shall be placed on a re-employment register for the classification from which released. Any employee who is released during a probationary period following promotion shall retain appeal rights to dismissal from the City but not the right to appeal his/her release from the position from which demoted.

### **2.04 Effective Date of Regular Status**

Upon attaining regular status, the effective date shall revert to the date of initial probationary appointment.

### **2.05 Examinations for Probationary Firefighters**

In order to qualify for regular status, employees in the rank of Firefighter shall be required to take and pass a series of three probationary examinations developed and administered by the department.

Employees who do not obtain a passing score on any such examination must retake the examination within fourteen (14) calendar days. An employee may be discharged for failure to pass a probationary examination after two attempts.

All probationary examinations shall be developed, prepared and administered by the Training Officer of the Hayward Fire Department or a management employee appointed by the Fire Chief to be in charge of the training of Probationary employees.

Probationary employees shall be given notice at the time they are assigned to a shift, of the date when their first probationary examination is to be administered and the material to be covered on the examination, and thereafter shall be give notice immediately after each examination of the date of the next probationary examination and the material to be covered on that examination. An employee who is required to take a probationary examination while off duty shall receive a minimum of four (4) hours' pay or time off with pay at the overtime hourly rate for the employee's classification.

### **3.00 LAYOFFS & RESIGNATIONS**

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#### **3.01 Layoffs**

Whenever there is a lack of work or lack of funds requiring reduction in the department, the required reduction shall be made in such job class or classes as the Fire Chief or his/her designated representative may designate, provided that employees shall be laid off in the inverse order of their relative length of service. Within each affected job class, all provisional employees shall be laid off before probationary employees, and all probationary employees shall be laid off before any regular employees.

Layoff to the next lower class is authorized provided that the employee to be laid off has previously served in said lower class and whose original date of appointment to that class predates at least one employee presently serving therein.

#### ***Re-employment Registers***

Re-employment registers for classifications in the unit above the rank of Firefighter created in accordance with *Section 8.00(c)* of the City of Hayward Personnel Rules shall remain in effect until all persons thereon have been recalled or have declined an opportunity for recall.

#### **3.02 Resignations**

Any employee wishing to leave the employ of the City in good standing shall file with the department head at least two (2) weeks before leaving the service a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Human Resources Director with a statement by the department head as to the resigned employee's service performance. Failure of the employee to submit his/her written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment by the City.

### **4.00 WORK SCHEDULES - OVERTIME**

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#### **4.01 Work Schedules**

Employees assigned to the 56-hour per week schedule shall alternately be on duty for five 24-hour shifts, with a 24-hour duty period off between each on-duty shift. All such shifts shall commence at 0800 hours and end at 0800 hours the

following morning. Employees shall be in appropriate uniform and present for duty at their normally assigned stations at 0800 hours. Following the fifth duty shift scheduled, employees shall then be off for six consecutive calendar days. During all periods while off duty, employees are still subject to call if needed.

For the purpose of this section, the normally assigned station for route personnel shall be Station #1 unless the employee was directed to report to another station prior to going off duty on employees' last shift.

Employees whose regular position of employment entails a 40-hour workweek, shall be scheduled to work four consecutive 10-hour days with three consecutive days off. The hours of work for employees scheduled on a 40-hour work week are 0700 hours to 1730 hours, including a one-half hour unpaid lunch period, on Monday through Thursday or Tuesday through Friday each week. With the consent of the individual employee involved, the City may schedule different work hours for the purpose of special duty assignments such as arson investigation stakeouts. Employees within the classifications of Fire Prevention Inspector, and Staff Captains assigned to the Fire Prevention Bureau shall be allowed to select their permanent day off on the basis of seniority in the classifications held provided, however, that no more than fifty percent (50%) of the employees in each classification may select the same day off schedule.

All employees in the classification of Staff Captain shall be scheduled to work four consecutive 10-hour days with three consecutive days off, and shall be subject to the provisions herein governing selection of days and hours of work.

Employees temporarily assigned to a 40-hour per week work schedule may be assigned to work five consecutive 8-hour days per week.

The normal activities of fire suppression personnel shall be conducted from 0800 hours to 1700 hours on a daily basis, excluding Sundays and holidays. Employees shall be provided one hour each shift for a lunch meal, and one hour each shift for a dinner meal. The lunch period shall normally occur between 1000 hours and 1400 hours. The dinner period shall normally occur between 1700 hours and 2000 hours. In the event scheduled training activities preclude employees from returning to their regularly assigned station for their noon meal, the City shall furnish a meal to said employees at the training site. Unusual special training assignments may occur after the normal activity period or on Sundays and holidays.

Work to be performed outside normal activities shall be:

- a. Emergency responses.
- b. Restoration of emergency equipment to full service.
- c. Strategic movement of apparatus to assure the best response patterns.
- d. Monitoring of unusual fire or life safety hazards.

Television, special events, sports and card games (no money involved) will be permitted only during the lunch hour and following completion of the normal activities and/or unusual special training assignments scheduled for the day. Outsiders, other than city employees, will not be permitted to participate in card games.

Beds may be occupied by members of the department between the hours of 2100 and 0730, except that the company officer may permit employees to retire earlier when, in his/her judgment, circumstances such as illness or excessive fatigue so warrant. No employee shall be permitted to smoke in bed at any time.

#### **4.02 Overtime**

The present ordinances, resolutions, Administrative Rules, and Personnel Rules pertaining to overtime compensation and compensatory time off shall be continued without change during the fiscal years covered by this Memorandum of Understanding, except as hereafter provided. An employee shall be compensated by pay or time off with pay at an overtime hourly rate for the employee's classification for work required to be performed in excess of the employee's regular work shift. An employee who has completed his/her regular work shift and who has been released for the day, and who is then called back to work, shall be compensated by pay or time off with pay at an overtime rate of one-and-one-half times the regular straight-time hourly rate for the employee's classification

#### **4.03 Compensation for Call-Back Availability**

Employees who make themselves generally available for possible service calls during their off-shift hours shall receive additional compensation as follows

- a. One hour's pay at the employee's regular hourly rate or compensatory time as provided in the Fair Labor Standards Amendments of 1985 for each weekday night.
- b. Two hours' pay at the employee's regular hourly rate or compensatory time as provided in the Fair Labor Standards Amendments of 1985 for each Saturday, Sunday or holiday.
- c. In order to receive this additional compensation, employees shall either keep the Communications Center informed as to how they may be reached during off-duty hours, or be available for contact via paging device.

Provisions of this section shall apply only to the position of Fire Prevention Inspector in the Fire Prevention Bureau. No more than two employees shall be entitled to receive the compensation provided herein on any given day.

In the event provisions of the Fair Labor Standards Act (FLSA) are found not to apply to the City of Hayward, or regulations issued by the U.S. Department of Labor implementing FLSA so permit, this Section 4.03 shall automatically be rescinded and replaced with Section 4.03 from the Memorandum of Understanding executed by the Parties on November 28, 1984.

#### **4.04 Attendance Records**

Employees shall be in attendance at work in accordance with the rules regarding hours of work, holidays, and leaves. The department shall keep daily attendance records of employees.

Employees who are unable to report for work for any reason shall notify the department no later than one hour prior to their scheduled starting time. The

Fire Chief may waive this requirement upon presentation of a reasonable excuse by the employee.

#### **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. Each apparatus shall be staffed with a minimum complement of three: a Captain, an Apparatus Operator and a Firefighter

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.

In the event sending an engine company to training conducted outside the city limits causes the on duty staffing level to fall below thirty-three (33) employees, additional personnel will be recalled to maintain this minimum staffing level. As an exception to the foregoing, the following conditions shall apply only in those instances where two (2) engines companies or one (1) engine company and one (1) truck company leave the city for training details, and minimum staffing falls below thirty three employees as a result, and no additional personnel are recalled to restore the thirty three employee minimum:

1. There shall be a minimum of eight (8) in-service companies remaining in Hayward.
2. Training assignments shall be limited to the cities and fire districts of the South Zone, e.g., San Leandro, Fairview, Union City, Newark, Fremont and those portions of the South Zone served by Alameda County.
3. No more than three (3) calendar days of training will be scheduled in any given month, and no such training will be scheduled on a Sunday or a holiday.
4. Companies will leave quarters no earlier than 1300 hours and shall be released from the training site no later than 1630 hours. In the event all affected companies are not returned to their assigned stations by 1730 hours, personnel shall be given the evening meal allowance provided in Section 4.11 of this Memorandum of Understanding.

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 engines may be temporarily taken out of service as provided in paragraph two 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 eight (8) engine companies and two (2) truck companies and from 33 to 30 staff members. There shall be no demotion as a result of any such reduction in staff except by attrition.

#### **4.06 Call-in Procedure for Non-Emergency Overtime**

The following Procedure shall be used to determine the availability of employees for overtime work required on a day-to-day non-emergency basis.

##### ***I. Determination of Availability of Employees***

Prior to 2000 hours each day the Captain in charge at each station shall canvass all employees under his/her supervision as to their availability for overtime work on the following day. An inquiry shall also be made as to which employees are available for overtime work during the first 12 hours, the second 12 hours, or any time during the ensuing shift.

In the event employees so canvassed are scheduled to commence a 6-day off period on the following day, a determination shall also be made as to which, if any, of their days off they would be available to work, including 24-hour periods.

The above information shall be obtained by the Battalion Chief in charge of the shift or designated representative prior to 2100 hours each day.

##### ***II. Fire Captain Vacancies***

###### **A. Procedure to be Followed if a Platoon is Below Minimum Staffing.**

If the department learns of a Captain vacancy(s) which must be filled for that day's shift of operations, the following steps will be taken, in the order listed, until all vacancies are filled:

1. Captain(s) from the off-going shift whose name(s) appears on the overtime sign-up sheet shall be assigned to fill the vacancy(s) pursuant to Section 4.06v of the Memorandum of Understanding.
2. Any employee from the off-going shift whose name appears on the overtime sign-up sheet and who is on the current eligibility list for Fire Captain shall be assigned to fill the vacancy(s) pursuant to Section 4.06v of the Memorandum of Understanding.
3. Any employee from the on-coming shift who is on the current eligibility list for Fire Captain shall be assigned to fill the vacancy(s).
4. A Captain from the off-going shift whose name does not appear on the overtime sign-up list shall be held over while Captains from the shift not scheduled for duty whose names appear on the overtime sign-up list are contacted. A Captain so held over shall be released at such time as a replacement reports to duty.
5. In the event no employee in the rank of Captain is available from the overtime sign up list the procedure in (4) above shall be followed while contact is made with employees from the shift not scheduled for duty

whose names appear on the overtime sign-up list and who are on the eligibility list for Fire Captain.

6. In the event steps (1) through (5) are insufficient to fill Captain vacancies, mandatory overtime will be assigned to a Captain(s) from the off-going shift in the inverse order of seniority on a rotating basis.

**B. Procedure to be Followed if a Platoon is Above Minimum Staffing**

1. Employees whose names appear on the current eligibility list for Fire Captain shall be appointed on an acting basis and will be required to serve.
2. Acting appointments shall be made from a list of persons holding the rank of Apparatus Operator who have volunteered for such acting appointments. Said employees must be in regular status as Apparatus Operators and appointments shall be made on a rotating basis starting with the most senior employee in the classification. Acting appointments shall be made from the volunteer list only in those situations where there is an excess of Apparatus Operators on shift over the number required to operate equipment in service.
3. In the event steps (1) and (2) are insufficient to cover existing vacancies, an Apparatus Operator shall be appointed to act at the rank of Captain provided that there is an excess of Apparatus Operators on shift over that required to operate equipment in service and provided further that the Apparatus Operator so appointed must have previously taken the examination for Fire Captain and passed the most recent such examination taken.

The procedures described in paragraphs A and B above shall not apply to the filling of long-term vacancies cause by such conditions as extended illness, injury, or leaves of absence. Such vacancies will continue to be filled pursuant to the provisions of Section 7.10 of the Memorandum of Understanding.

### ***III. Apparatus Operator Vacancies***

**A. Procedure to be Followed if a Platoon is Below Minimum Staffing.**

If the department learns of an Apparatus Operator vacancy(s) which must be filled for that day's shift of operations, the following steps will be taken, in the order listed, until all vacancies are filled:

1. Apparatus Operator(s) from the off-going shift whose name(s) appears on the overtime sign-up sheet shall be assigned to fill the vacancy(s) pursuant to Section 4.06v of the Memorandum of Understanding.
2. Any employee from the off-going shift whose name appears on the overtime sign-up sheet and who is on the current eligibility list for Apparatus Operator shall be assigned to fill the vacancy(s) pursuant to Section 4.06v of the Memorandum of Understanding.
3. Any employee from the on-coming shift who is on the current eligibility list for Apparatus Operator shall be assigned to fill the vacancy(s).
4. An Apparatus Operator from the off-going shift whose name does not appear on the overtime sign-up list shall be held over while Apparatus

Operators from the Shift not scheduled for duty whose names appear on the overtime sign-up list are contacted. An Apparatus Operator so held over shall be released at such time as his/her replacement reports to duty.

5. In the event no employee in the rank of Apparatus Operator is available from the overtime sign-up list the procedure in (4) above shall be followed while contact is made with employees from the shift not scheduled for duty whose names appear on the overtime sign up list and who are on the eligibility list for Apparatus Operator.
  6. In the event Steps (1) through (5) are insufficient to fill Apparatus Operator vacancies, mandatory overtime will be assigned to an Apparatus Operator(s) from the off-going shift in the inverse order of seniority on a rotating basis.
- B. Procedure to be Followed if a Platoon is Above Minimum Staffing.
1. Employees whose names appear on the current eligibility list for Apparatus Operator shall be appointed on an acting basis and will be required to serve.
  2. Acting appointments shall be made from a list of persons holding the rank of Firefighter who have volunteered for such acting appointment. Said employees must be in regular status as Firefighters and appointments shall be made on a rotating basis starting with the most senior employee in the classification in the following order of priority
    - a. Firefighters who have previously taken the examination for Apparatus Operator and passed the most recent such examination taken. A Firefighter must possess the appropriate driver's license as provided in the class specification for Apparatus Operator and must be certified to operate the piece of equipment to which assigned.
    - b. Firefighters who have not previously taken the examination for Apparatus Operator, but who meet the following criteria:
      - i. Employee must meet the minimum qualifications for the rank of Apparatus Operator as provided in the class specification.
      - ii. Employee must have successfully completed college level courses in fire ground hydraulics and fire department apparatus and equipment.
      - iii. Employee must possess the appropriate drivers' license as provided in the class specification for Apparatus Operator.
      - iv. Employee must be certified by a Battalion Chief or above to operate the piece of equipment to which assigned. In order to obtain said certification he must demonstrate his ability to drive and operate that piece of equipment on the Hayward Fire Department driving course.
  3. Apparatus Operator(s) from the off-going shift whose name(s) appears on the overtime sign up sheet shall be assigned to fill the vacancy(s) pursuant to Section 4.06v of the Memorandum of Understanding.

4. Any employee from the off-going shift whose name appears on the overtime sign-up sheet and who is on the current eligibility list for Apparatus Operator shall be assigned to fill the vacancy(s) pursuant to Section 4.06v of the Memorandum of Understanding.
5. An Apparatus Operator from the off-going shift whose name does not appear on the overtime sign up list shall be held over while Apparatus Operators from the shift not scheduled for duty whose names appear on the overtime sign up list are contacted. An Apparatus Operator so held over shall be released at such time as a replacement reports to duty.
6. In the event no employee in the rank of Apparatus Operator is available from the overtime sign up list the procedure in (3) above shall be followed while contact is made with employees from the shift not scheduled for duty whose names appear on the overtime sign up list and who are on the eligibility list for Apparatus Operator.

C. Qualification of Firefighters on Eligibility List

The City agrees to establish a program for qualifying all Firefighters who are on the eligibility list for Apparatus Operator to operate all pieces of equipment as soon as possible after certification of the eligibility list.

D. Firefighters Acting With Less Than 3 years

A Firefighter who has not previously taken the examination for Apparatus Operator and who has less than three (3) years' experience in the Hayward Fire Department shall receive a one-step increase in his/her salary range of Firefighter at such time as first given an acting appointment as an Apparatus Operator pursuant to paragraph B2b(i) above.

The procedures described in paragraph A and B above shall not apply to the filling of Long-term vacancies caused by such conditions as extended illness, injury, or leaves of absence. Such vacancies will continue to be filled pursuant to the provisions of Section 7.10 of this Memorandum of Understanding.

#### ***IV. Equalization of Overtime***

An attempt shall be made to equalize the distribution of overtime work among each classification of employment consistent with the order of call-in priorities listed in paragraph II above. A record for this purpose shall be maintained for each shift of operations by the Battalion Chief in charge. This Overtime Work Record shall be maintained for a 3 month period only, after which all employees shall revert to a "zero" position for overtime hours worked and a new record commenced for the ensuing 3 month period. Any employee who works a non-emergency overtime assignment will be given a mark on the Overtime Work Record for each incident worked regardless of the classification in which the assignment is worked. In the event an error is made with respect to the distribution of overtime, such that an employee who would otherwise have been entitled to an overtime assignment is passed over, this situation shall be remedied by affording said employee the first available opportunity for overtime work consistent with employee availability and the schedule of overtime assignment priorities recited above. Under no circumstances shall overtime credit or pay be provided for hours not actually worked.

## ***V. Suspension of Eligibility for Overtime Work***

Each employee who volunteers for inclusion on the overtime call-in list shall be obligated to work said overtime, if called, unless employee presents an excuse satisfactory to the Battalion Chief. Failure to comply with the terms of this section shall be cause for suspension of eligibility for overtime work for a period of 90 days.

## ***VI. Insufficient Names on Overtime List***

In the event no employees on a given shift make their names available for inclusion on the overtime call-in lists or the available lists of names are insufficient to satisfy overtime needs, the Fire Chief or a designated representative, in his/her sole discretion, shall determine whether any further attempts shall be made to contact off-duty personnel for the purpose of filling vacant positions. In the event that the Fire Chief or a designated representative determines that it is necessary to contact off-duty personnel for the purpose of filling such positions, the contact shall be made in inverse order of seniority from among those qualified to fill the vacancy.

## ***VII. Mandatory Overtime***

Employees are required to accept overtime assignments when requested in accordance with the provisions of the preceding subsection, unless they present to the Fire Chief or a designated representative a good and sufficient reason involving a conflicting obligation on the part of the employee involved.

Modifications to the provisions of this Section 4.06 may be accomplished at any time during the term of this Memorandum of Understanding upon agreement between the Fire Chief or a designated representative and an authorized representative of the Union.

### **4.07 Call Back - Four Hours Minimum**

If an employee is called back to perform work outside the regular duty shift he shall, upon reporting, receive a minimum of four (4) hours' work at the overtime rate or if four (4) hours' work is not furnished, a minimum of four (4) hours pay at the overtime rate.

### **4.08 Station Assignments and Transfers**

#### ***I. Biannual Bid Procedure***

Station assignments will be established every two years according to the outcome of the biannual bid procedure. Beginning October 5, 1994 and on the first Wednesday of every second October thereafter, bidding will take place at Fire Station #1 starting at 0900 hours.

Personnel will bid their assignment by seniority in rank order starting with Captains first, Apparatus Operators second and Firefighters third and during their bid will have five (5) minutes to make their choice. On duty personnel (not present at Fire Station #1) will be contacted at their duty assignment for that day.

Personnel unable to be present at the bid must submit their assignment choices via a signed proxy to the Union President.

Personnel unable to be present at the bid and who fail to submit a signed proxy shall forfeit their right to bid, and will pick after the bid from the remaining assignments by seniority in rank order starting with Captains first, Apparatus Operators second and Firefighters third.

With the exception of assigning probationary firefighters, there shall be no transfers outside the biannual bid.

## **II. Filling Vacancies Occurring Outside the Bid Cycle**

### **A. Filling Permanent Assignment Vacancies**

Assignments to permanent vacancies which become available as a result of retirement, promotion, termination or death shall be made on an intraplatoon seniority bid in the following manner:

1. The department shall make every effort to notify the Union President of upcoming vacancies in a timely manner.
2. Eligible personnel on the affected platoon shall be contacted by the Union President or a designee.
3. Bidding for transfer to the vacancy shall proceed by seniority.
4. During the period of the bidding process, the vacancy will be filled by a newly promoted employee within the classification where the vacancy exists.

### **B. Filling Temporary Assignment Vacancies**

Temporary vacancies which occur shall be filled on an acting basis as determined by the selection process for Acting Assignments outlined in Sections 15.03 and 15.04. The department shall make every effort to notify the Union President of upcoming vacancies in a timely manner.

Employees who are transferred to another station shall be given two (2) days advance notice except in those instances where said transfer is to cover for the temporary absence of another employee.

## **III. Transfer Advisory Board**

An Advisory Board consisting of three union and three management representatives shall:

1. Resolve discrepancies which may arise through interpretation of the foregoing sections on assignments and transfers
2. Equalize the number of acting personnel (from current eligible lists) on each platoon.

Union representatives shall be appointed by the Union President and Management representatives shall be appointed by the Fire Chief. Decisions of the Transfer Advisory Board require a majority vote and all such decisions shall be final.

#### 4.09 Duty Assignments for Probationary Firefighters

An employee in the rank of firefighter shall normally be assigned to a specific station for the first four months of the probationary period, and then to a different station for an additional four months. The Captains under whom the employee has served shall provide written recommendations to the regular Platoon Commander as to the employee's overall competence and fitness for assuming "route" assignments, i.e., relief assignments at various stations on a day-to-day basis. The Platoon Commander shall then decide if the employee may be assigned to route duty, or if assignment to a specific station should be continued for the purpose of additional training and evaluation.

In the event an employee in the rank of firefighter is displaced from assignment to a specific station by a probationary Firefighter, the employee so displaced shall, in turn, displace the least senior firefighter on the platoon who is regularly assigned to a station, and that Firefighter shall be assigned to route duties. A Firefighter so displaced shall normally be returned to his original station of assignment at such time as the probationary Firefighter involved is transferred to another station or assigned to route duties.

Nothing herein is intended to nor shall it abridge the right of the Fire Chief to transfer or reassign probationary personnel among the various stations and/or platoons for the good of the service.

#### 4.10 Trading of Work Hours

Employees wishing to trade work hours with other members of the department may do so subject to the following conditions.

- A. No trades shall be permitted for the purpose of off duty employment.
- B. Firefighters in probationary status shall not be permitted a trade of duty during the first six months of employment.
- C. Trade of duty hours shall only be permitted between individuals of like rank and like work schedule (i.e., no trades permitted between 56 hour and 40 hour personnel); provided, however, an exception to the foregoing trades will be permitted between employees on a promotional eligible list and employees currently holding that rank.
- D. For trades in excess of one hour, applications must be made in writing and submitted no more than ninety (90) days in advance of the start of the work period for which trade of work is requested. such request must be approved by a Battalion Chief or Officer of higher rank.
- E. For trades of one (1) hour or less, approval may be granted by the Company Officer. The employee filling in under such circumstances shall be informed of the duties of the person he/her is replacing and shall report for duty in appropriate uniform.
- F. In the event an employee has agreed to work for another employee and is then unable to work all or part of the shift, a deduction shall be made from the vacation leave or compensatory time balance of the employee who agree but failed to work. In the event the employee who has agreed to work is unable to work for all or part of the shift because of injury or illness, a deduction may be made from his/her sick leave only upon certification by a

physician of the employee's inability to work. This latter requirement may be waived by the employee's Battalion Chief. Said deductions shall be equivalent to the number of hours scheduled but not worked by the employee with whom the trade of duty was made.

- G. There shall not be a limit on the number of trades permitted; provided, however, in the case of abuse of this provision on the part of an employee the Fire Chief may restrict this privilege as to that employee.
- H. Pay back of shift trades shall be the responsibility of the employee directly involved in the exchange; provided, however, that such pay back shall not cause an employee to work in a position below his/her rank, nor shall it require the payment of overtime and/or acting pay.
- I. Employees in the rank of Fire Prevention Inspector may trade "stand-by" assignments.

The Fire Chief may grant exceptions to this policy for unusual and compelling circumstances, e.g. long-term illness or injury, and inability of employees to pay back trades of duty pursuant to the requirements of this section because of promotions.

#### **4.11 Compensation for Out-of-City Training Assignments**

- A. Employees who attend approved "out-of-city" training sessions or classes where staying on site overnight is authorized by the Fire Chief shall be compensated in accordance with their regular straight-time earnings schedule while so participating. No additional compensation shall be provided for such training which occurs during an employee's off duty time. Employees shall be reimbursed for travel expense, lodging and shall receive a per diem allowance equal to 1.5% of the current top step monthly salary for the classification of Fire Prevention Inspector. In the event lodging expense or other charges for training include the cost of meals, said cost shall be deducted from the per diem allowance.
- B. Employees who are assigned to attend "out-of-city" training sessions or classes which do not necessitate staying on-site overnight shall be compensated as follows:
  - 1. Employees attending training on their scheduled day off shall receive time-and-one-half their straight time hourly rate for all hours spent in training as well as for travel time to and from their duty station to the training site.
  - 2. Employees attending training on their scheduled work day shall not receive any additional compensation, but they shall be reimbursed for a noon meal at City expense not to exceed \$7.00 upon presentation of receipt for same. In the event training time (including the noon meal period) and travel time to and from the duty station to the training site exceed twelve hours, employees shall not be required to return to duty that day.
  - 3. Employees who complete training for the day and who are returning to work, but are unable to be at their station in time for the scheduled evening meal shall be reimbursed for such meal expense up to \$10.00 upon presentation of a receipt for same. Time spent by employees in obtaining

an evening meal shall not be counted as part of the twelve hour period referred to in paragraph B2 of this section.

- C. Employees may request time off to attend "out-of-town" training for the purpose of self improvement. Such requests, if approved by the Fire Chief, shall entail no expense to the City; provided, however, that the Fire Chief in his sole discretion may authorize leave with pay and/or reimbursement for all or a portion of expenses in those instances where such self-improvement training is of benefit to the department. The department shall provide any necessary information which may be required for enrollment in the training.

## **5.00 UNION BUSINESS**

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### **5.01 Representatives Empowered to Act**

The Union shall advise the City of those persons empowered to act as its representatives with authority to bind the Union in matters pertaining to the administration of this Memorandum of Understanding.

### **5.02 Permission to Leave Assignments**

Employee representatives shall not leave their duty or work station or assignment without specific approval of the department head.

### **5.03 Time Off for Representatives**

The City shall allow a reasonable number of employee representatives of the Union reasonable time off during regular work hours without loss of compensation or other benefits for not more than five (5) employees when formally meeting and conferring with representatives of the City on matters within the scope of representation.

### **5.04 Time Off for Grievances**

If an employee desires the assistance of a representative of the Union in the processing of a grievance, the City agrees to permit not more than two (2) Union representatives reasonable time off during regular work hours without loss of compensation or other benefits for this purpose. The grievant and/or the authorized Union representative(s) shall obtain the approval of his/her immediate supervisor or other authorized departmental supervisor before leaving his duty or work station or assignment for the purpose of processing a grievance.

### **5.05 Union Time Bank**

The City and Union agree to establish and maintain a time bank to provide for backfilling of positions vacated by union members while attending union functions or conducting the business of the Union. All requests for use of the time bank shall be submitted to the Union President or designee. The Union President or designee shall have sole discretion as to the granting of time bank leave.

#### ***I. Scheduling of Time Bank Leave***

In order to receive compensation while on time bank leave, the member shall notify the President or designee in writing 24 hours in advance of the affected day. For 56 hour employees the President or designee shall in turn notify the department, by way of the communication center or other responsible party, prior to 0700 hours on the affected day. For 40 hour employees the President or designee shall in turn notify the member's immediate supervisor. Notification may occur up to the affected time.

Members using vacation or compensatory time off shall receive priority over those using time bank leave in the five slots guaranteed in Section 9.03 paragraph 3. Section 9.03 paragraph 4 shall apply in cases where members using vacation or compensatory time in excess of twelve hours but less than twenty-four hours, conflicts with members opting to use time bank leave.

A. Limits on Use by 56 Hour Employees

No more than seven (7) members shall be guaranteed the use of time bank leave on any given day. There shall be no restriction on the number of persons in each rank who may simultaneously use time bank leave. Five of these slots are guaranteed as per Section 9.03 paragraph 3. The two additional slots are guaranteed by this section and shall be used only for time bank leave.

B. Limits on Use by 40 Hour Employees

No more than 50% of the employees in the rank of Fire Inspector may be off on vacation leave, compensatory time off and/or time bank leave on any given day.

C. Rates of Withdrawal from Time Leave Bank

Time bank leave shall be withdrawn from the account at a rate of one hour out for each hour used in those cases where the member using such time occupies one of the five (5) guaranteed slots provided in Section 9.03 paragraph 3. In those cases where a member occupies one of the two guaranteed Time Bank Leave slots provided in this section, withdrawal from the account shall be one and one-half hours out for each hour used.

Time bank leave shall be used as prescribed below:

56 Hour Personnel

0800-2000 Four hour minimum in 1 hour increments.

2000-0800 Twelve hour minimum.

40 Hour Personnel

No minimum.

## **II. Time Bank Assessment**

Union members assigned to a 56 hour schedule will be assessed a maximum of 6 hours per year or 1.5 hours per quarter worked. Union members assigned to a 40 hour schedule will be assessed a maximum of 1.1 hour per quarter worked.

Newly hired and retiring members shall be assessed for each quarter that they are employed. For purposes of this section, employment for an entire 24 hour

shift (56 hour) or an entire 10 hour shift (40 hour) within the quarter, shall qualify for an assessment for each period. Assessment shall be in accordance with the following terms:

- A. The City shall assess each member on the first pay period of each year. Time for such assessment may be taken from vacation leave or compensatory time balance. Each member shall notify the Department prior to November 30th, as to which balance the assessment shall be attached. If the Department is not notified, the assessment shall be from vacation leave balance.
- B. The assessment rate of time shall be in accordance with the recommendation of the Time Bank Review Committee which shall be established by the Union President. The assessment and withdrawal of time bank leave shall be calculated in work hours and accumulation shall be unlimited.

## 6.00 BENEFIT PLANS

### 6.01 Medical Insurance

The City shall continue to contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS. Effective January 1, 2004, eligibility for City payment for retiree medical as set forth below shall be limited to employees who have already retired and to employees who retire during the term of this agreement and who have completed ten years of service or more with the City of Hayward.

The City shall make a contribution for each active employee, each eligible retired employee and each eligible survivor of a retired employee who subscribe for coverage up to \$249.18 per month.

In the event PERS requires a minimum employer payment in excess of the amounts recited above, the City shall pay such additional amounts during the term of this Memorandum of Understanding only.

### 6.02 Flexible Benefits Plan

The City shall maintain a Flexible Benefits Account for each full-time employee in regular or probationary status who is enrolled in one of the PERS medical insurance plans offered by the City. The City shall make monthly payments to each employee's Flexible Benefit Account in accordance with the following schedule:

Effective Date	Employee	Employee +1	Employee & 2+
August 1, 1993	None	\$ 20.00	\$ 85.00

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the PERS medical insurance plan in which the

employee is enrolled. Such dependents must also be enrolled in and covered by the plan.

In the event the above listed amounts plus the City payment towards medical insurance premiums specified in Section 6.01 of this Memorandum of Understanding are insufficient to pay 100% of the premiums required of employees enrolled in a Public employees' Retirement system (PERS) medical insurance plan, the City shall make such supplemental payment as may be required to avoid any premium payments from employees in excess of the total of employees' Flexible Benefit Account and the City payment for medical insurance specified in Section 6.01. Such supplemental payments shall be paid for the remaining term of the Memorandum of Understanding only.

The moneys in an employee's Flexible Benefits Account shall be used for one or more of the following purposes only: (a) payment of premium charges for the PERS medical insurance program in which the employee is enrolled or, (b) payments on the employee's behalf to the City of Hayward Deferred Compensation Program, or, (c) payment of premiums for group term life insurance and/or long term disability insurance offered by the California Association of Professional Firefighters (CAPF). For those employees who elect to purchase the CAPF group term life insurance and/or long term disability insurance, the City shall, each month, forward a lump sum payment of all the premiums to the Treasurer of Local 1909.

### **6.03 Federal or State Health Plan**

If pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding the City is required to pay contributions or taxes for hospital-medical, dental care, prescription drug or other health benefits to be provided employees under such federal or state Act, the City's obligation to furnish the same benefits under the Hospital Medical-Surgical, Dental Care and Prescription Drug Plans shall be suspended and the contributions agreed to be paid monthly hereunder by the City under Sections 6.01, 6.02 and 6.04 of this Memorandum of Understanding shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under Sections 6.01, 6.02 and 6.04 the City shall, to the extent practicable, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under said Sections 6.01, 6.02 and 6.04. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under Sections 6.01, 6.02 and 6.04 and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described.

If the benefits provided under the federal or state Act exceed the benefits provided thereunder in each category of coverage, the City shall be under no further obligation to make any contribution in pursuance of this Section. In requiring contributions by employees, such employee contribution shall be

reimbursed by the City to the amount by which said employee contribution reduces the City contribution required by the terms of this Memorandum of Understanding.

#### **6.04 Dental Plan**

The City shall purchase dental insurance coverage for full time employees, other than temporary and provisional employees, and their eligible dependents. The City's contribution towards the purchase of insurance offered by Delta Dental or successor plan shall not exceed \$83.16 per employee per month, and the city contribution towards purchase of insurance offered by the MIDA plan or a successor plan shall not exceed \$35.28 per employee per month except as provided below.

Benefits under the Delta Dental plan shall include the following:

- 100% payment of diagnostic and preventative services.
- 80% payment for other basic services, crowns and cast restorations.
- 70% payment for prosthodontics.
- 50% payment for orthodontics (adults and children)

Deductibles each calendar year are \$25.00 per person with a maximum of \$75.00 per family. Maximum benefit payments are \$2,000.00 per year for each patient except for orthodontics which shall carry a \$2,000.00 lifetime maximum benefit per patient.

In the event the premium rate charged by the dental insurance carriers is increased such that it exceeds the maximum contribution amounts listed above, the City shall pay the additional amounts on behalf of employees during the term of this Memorandum of Understanding only.

The City reserves the right to provide dental care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing dental care benefits for employees; or through a program of self-insurance.

#### **6.05 Alternate Benefits**

Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Section 6.01 and 6.02 of this Memorandum of Understanding. These options shall be available only to those employees for whom no City contribution is made towards premiums for such insurance because the employees are covered under group medical insurance from a source other than the City of Hayward. The employee may direct that the City's contribution be applied to one or more of the following:

- a. Purchase of past service credit with the Public Employee's Retirement System (PERS).
- b. Payment of premiums for group life or long term disability insurance offered by California Association of Professional Firefighters (CAPF).
- c. Contribution to the Deferred Compensation program.

d. Payment of the contribution to the employee in cash.

At no time shall contributions made by the City in pursuance of this section exceed the amount to which the employee would otherwise be entitled by combining the medical insurance contribution specified in Section 6.01 and the flexible benefit specified in Section 6.02 of this Memorandum of Understanding.

Contributions made by the City pursuant to this section shall not exceed the contributions which the city would otherwise make on an employee's behalf if employee and eligible dependents, if any, were enrolled in the Kaiser North medical insurance plan.

The City will not treat these monies under the Alternate Benefits plan as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

Each employee shall notify the Director of Finance in writing on or before August 1st each year as to how the moneys in his or her Alternate Benefits Account are to be expended during the ensuing twelve month period. Thereafter, no changes to designations so made shall be allowed until August 1st of the following year, unless a genuine hardship condition is established by the employee. In the event there is disagreement as to whether a change in designation should be allowed when requested by the employee because of claimed hardship, the matter shall be referred for review and determination to a committee consisting of the Director of Finance and the Human Resources Director (or their designees), and two persons designated by the Union who are members of the representation unit. A simple majority vote of the committee shall be required in order for a change in benefit designation to occur, and the decisions of the committee shall not be subject to the grievance procedure in this Memorandum of Understanding.

Each employee shall be responsible for providing immediate written notification to the Human Resources Director of any change to the member of dependents which affects the amount of the City's payment to the Alternate Benefits Account. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to which entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his/her Alternate Benefits Account. Changes to benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Director. No retroactive increases to the City's payments shall be allowed. For the purpose of this section a dependent child shall be defined as any unmarried child of the employee under the age of 23 who is economically dependent upon the employee, and who is claimed by the employee as a dependent for income tax purposes.

## 6.06 Vision Care

The City shall purchase vision care insurance for employees and their eligible dependents. The plan shall require a \$15.00 deductible, and shall provide for an eye examination, lenses, and frames once per year.

The City's contribution towards the purchase of this insurance shall not exceed \$22.34 per employee per month except as provided below. In the event the premium rate charged by the vision care insurance carrier is increased such that it exceeds the maximum contribution amount listed above, the City shall pay the additional amount on behalf of employees for the remaining term of this Memorandum of Understanding.

The City reserves the right to provide vision care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees, or through a program of self insurance. In the event the City exercises this option the alternate coverage shall be substantially equivalent to the coverage in effect on July 1, 1992.

## 6.07 Retired Employees

For employees who have already retired and for employees who retire during the term of this agreement and have completed ten (10) years of service or more as an employee of the City of Hayward, a supplemental monthly contribution, when combined with the amount required to be paid pursuant to Section 6.01 of this Memorandum of Understanding, shall be made for each eligible retired employee and each eligible survivor of a retired employee who subscribes for medical insurance coverage through PERS in an amount not to exceed \$249.18 per month.

## 6.08 Deferral of Certain Payments Due on Retirement

An employee who separates from service and is at that time eligible for early, normal, late or disability retirement under the Public Employees Retirement System (PERS) may elect, in accordance with this Section 6.08 to defer the receipt of any payments that would normally be made in lieu of unused leave. An election under this section must be made in accordance with the following rules:

- A. The election must be made when the employee notifies the City or PERS of the date of retirement but not less than two weeks before the employee's actual date of retirement. It may be changed or revoked, but any election in effect one year before retirement will be applied, regardless of any subsequent attempt to change or revoke it.
- B. The election applies to payments that the employee would otherwise receive upon separation from service in lieu of unused sick leave, vacation leave, compensatory leave or other leave.
- C. The employee may elect to defer all or any portion of the payments specified in paragraph B. The amount to be deferred may be expressed as a percentage of the total payment or as a dollar amount not to exceed the total payment.

- D. The election must specify a date on which the deferred amount is to be paid. The specified date of payment may be no later than one year after the employee's date of retirement. Only a single date of payment may be specified. The date may be expressed as a fixed date (such as *January 1, 1996*) or as a date determinable by reference to the date of retirement (such as *12 months after retirement* or *January 1st following the calendar year of retirement*).
- E. If an employee does not separate from service on or before the date of payment specified in Paragraph D or is not eligible for retirement under PERS at the time of separation from service, the deferral election is automatically revoked. A new election may be made only in accordance with paragraph A.
- F. No interest will be paid on amounts deferred under this section.
- G. Upon the death of a retired employee who has made a deferral election under this section but has not yet received payment, the deferred amount will be paid to the beneficiary determined under the provisions of PERS.

## **7.00 SALARY ADMINISTRATION**

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### **7.01 Salary Administration Policy**

The policy governing preparation of a compensation plan shall be that of salary standardization, or like pay for like work.

### **7.02 Salary at Time of Employment**

The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum, and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment, except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually well qualified.

### **7.03 Eligibility for Advancement in Pay**

Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance. The following time-in step requirements shall apply before an employee gains eligibility for advancement in pay:

<b>Step</b>	<b>Time in Step</b>
A	6 months
B	6 months
C	1 year
D	1 1/2 years
E	-----

Credit for acting time not to exceed a total of six (6) months in the classification to which an employee is promoted shall be applied to eligibility for advancement in pay provided said acting time is immediately contiguous to appointment.

If warranted for the good of the service, or when an employee demonstrates outstanding capacity in performing job duties, employee may be advanced prior to completion of the above time-in-step requirements. When a pay range consists of less than five steps, the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first day of the period, otherwise time shall begin on the first day of the next payroll period. If an employee is on leave without pay for more than one (1) month, the period shall be deducted from accumulated time-in-step.

#### **7.04 Attaining Advancement**

An employee must demonstrate that advancement is merited on the basis of job performance. Advancement shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position. The department head shall be notified by the Human Resources Director of an employee's approaching eligibility for step advancement.

#### **7.05 Use of Performance Ratings in Determining Whether Step Advancement is Merited**

Performance ratings shall guide supervisors and department heads in determining whether step advancements have been earned and should be recommended to the City Manager.

#### **7.06 Withholding Step Advancements**

The department head has the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. The department head shall keep employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. The department head shall notify the employee as to the reasons for withholding step advancements.

Should an employee's step advancement be withheld in accordance with this section, such employee's time-in-step for the purpose of review shall be modified in order that the next review and all subsequent reviews of performance occur at the time they would have occurred had such step advancement not been withheld. Nothing in this section shall be construed to guarantee an employee a step advancement at the time of such review.

#### **7.07 Change in Pay Upon Promotion**

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, or they would be eligible for step advancement shortly in their previous position, they may receive the next step in the salary range of the

new position which is immediately above their present salary. When no advancement in salary is granted on promotion, employees may be allowed to carry forward time-in-step accumulation. Employees who are promoted from the rank of Fire Captain to Staff Captain shall retain the salary step designation held as Fire Captain, e.g., from step C to step C or step D to step D, etc.

### **7.08 Change in Pay Upon Demotion**

When employees are demoted, they shall be placed in a salary step in their new class which is the same as or above the step held prior to demotion, providing said demotion is not the result of disciplinary action or voluntary on the part of the employee.

### **7.09 Change in Pay Upon Reclassification**

When a position is reallocated to a classification with a higher pay range and when the incumbent employee retains the position, employee shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the next step immediately above the present salary. When recommended by the department head and approved by the City Manager, additional advancement may be granted. If no change in salary is granted, the employee may be allowed to carry forward time-in-step accumulation.

When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while continuing to occupy the position. If the employee's current rate is below the maximum step of the new range, employee shall continue at the present salary and carry forward time-in-step accumulation. If the employee's current rate exceeds the maximum step of the new range, the salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

### **7.10 Pay for Employees in an Acting Capacity**

Any employee who is assigned to and performs the duties of a higher level position on an acting basis shall receive the salary step of the assigned position for each hour or fraction thereof when so assigned. If the employee is already receiving that or more, employee shall be paid one step above his or her current salary, but in no case in excess of the maximum salary rate for the position. In the event a position vacancy requires an acting assignment for thirty (30) days or longer, the department shall attempt, insofar as is practicable, to appoint only one employee for the duration of the assignment.

Employees who are appointed to and are serving in "long term" acting assignments as defined in Section 15.04 of this Memorandum of Understanding shall be compensated at their acting pay salary rate during periods of approved leave with pay which occur while they would otherwise be performing the duties of the higher classification in which they are acting but for being on such approved leave with pay.

## 7.11 Special Assignments Positions

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Selection of employees to said positions and removal therefrom shall be made by the City Manager. Selection of employees to said Positions and removal therefrom shall be made by the City Manager upon recommendation of the Department Head. An employee so assigned shall receive a salary increment not to exceed ten (10) percent of employee's present salary.

## 7.12 Salaries

The Positions and Salaries Resolution shall provide for the following salary ranges:

### *Salary Adjustments*

1. The parties hereby acknowledge and assent that in light of Local 1909's agreement to waive the salary adjustments due under Local 1909's Memorandum of Understanding on January 1, 2004 and January 1, 2005 (as a result of which the members of Local 1909's bargaining unit received no salary increases during those two years), and to accept a cap of four percent (4%) on the salary adjustment due under the Memorandum of Understanding on January 1, 2006, good cause exists to revise the schedule of salary adjustments that will otherwise be provided to the members of Local 1909's bargaining unit under the presently existing terms of the Memorandum of Understanding and also after the date when the Memorandum of Understanding is presently set to expire. In light of these considerations, the City and Local 1909 have met and conferred in good faith and have agreed as follows:
  - A. The parties shall jointly determine the percentage salary increase due under the Memorandum of Understanding on January 1, 2007.
  - B. The City shall provide a salary increase to the members of the bargaining unit represented by Local 1909 in the amount of one-half of that percentage on January 1, 2007, and a second salary increase in the amount of one-half of that percentage on July 1, 2007.
  - C. On January 1 of each year thereafter 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 in section 7.12 as modified by the agreement of the parties in which Local 1909 waived the salary adjustments due under Local 1909's Memorandum of Understanding on January 1, 2004 and January 1, 2005, and accepted a cap of four percent (4%) on the salary adjustment due under the Memorandum of Understanding on January 1, 2006.

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 agencies based on a survey of salary and benefits. Hayward may be included in the top four agencies should its total compensation for firefighter so indicate. The percentage increase shall be determined by (Total Compensation average of top four 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; 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 December 30 of the previous year and shall include all salaries and benefits effective on January 1 of the year of the adjustment, and approved by the agency’s board or council. If on March 1 of the year of the adjustment, any of the above agencies reaches a settlement retroactive to January 1, thereby changing the average of the top four 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.

2. A. This is a supplemental agreement to the agreement between the City of Hayward and Local 1909 to extend the current Memorandum of Understanding between the City and Local 1909 for a period of three (3) years to and until December 31, 2010, during which period the City shall provide annual salary adjustments on January 1, 2008, January 1, 2009, and January 1, 2010 for the members of the bargaining unit in the amounts that result from application of the salary formula in section 7.12, as that section was modified by the agreement of the parties in which Local 1909 waived the salary adjustments due under Local 1909’s Memorandum of Understanding on January 1, 2004 and January 1, 2005 and agreed to a cap of four (4%) on the salary adjustment due under the Memorandum of Understanding on January 1, 2006.

B. The City and Local 1909 further agree that in the event there is an increase in the Consumer Price Index – All Urban Consumers for the San Francisco Bay Area (San Francisco-Oakland-San Jose) as of January 1, 2008, January 1, 2009, or January 1, 2010 for the previous 12 months, the percentage of such increase shall be a floor for the annual salary adjustment to be provided to the members of the bargaining unit, and (b) the annual salary adjustment shall have a cap of ten percent (10%).

**Hourly Salary Ranges as of 1/1/2007**

Classification		Salary Step				
		A	B	C	D	E
Staff Captain	40hr			53.32	55.89	58.67
Fire Captain	40hr			48.49	50.79	53.33
	56hr			34.64	36.28	38.10
Fire Inspector	40hr	41.13	43.10	45.26	47.42	49.79
	56hr	29.36	30.78	32.33	33.87	35.57
Apparatus Operator	40hr	38.88	40.80	43.18	44.89	47.13
	56hr	27.77	29.14	30.59	32.05	33.69
Firefighter	40hr	36.70	38.46	40.42	42.32	44.46
Firefighter	56hr	26.20	27.48	28.87	30.26	31.77

Above salary ranges include 9% employee PERS under Internal Revenue Code Section 414h2.

**7.13 Treatment of Employees' PERS Contribution**

Concurrent with the 9% salary adjustment, effective October 31, 1994 which is reflected above, the City will cease making payment to the Public Employees' Retirement System (PERS) the nine percent (9%) employee rate required by PERS and members shall assume responsibility for payment of the employee retirement contribution to PERS for any and all earnings subject to payment of an employee retirement contribution.

The City shall implement Section 414(h)(2) of the Internal Revenue Code and shall designate the employee contribution to PERS as an *Employer Pickup* as defined under the provisions of that code.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

**7.14 Retroactive Conversion of PERS for Disability Retirement**

Through October 31, 1995 only, in the event an employee applies to PERS for a Disability Retirement, and the Disability Retirement is subsequently approved, to the extent allowed by PERS, the City shall provide a retroactive salary increase of 9.0% of all salary, overtime earnings and holiday pay earned but not covered by Section 414(h)(2) during the twelve month period immediately preceding the effective date of disability retirement, and a concomitant adjustment to education incentive pay earned during the same period. The employee, in turn, shall pay to the City via payroll deduction an amount equivalent to 9.0% of such straight time earnings, education incentive pay, and holiday pay up to the twelve month period immediately preceding the effective date of retirement. If, after all other required deductions have been taken, the employee's earnings are not sufficient to satisfy

the full amount owing to the City, employee shall provide the Director of Finance with a cashier's check for the difference.

## **7.15 Pay Periods**

The City shall continue bi-weekly pay periods in effect. The basic payday shall be every other Friday. Pay checks shall normally be available by 0830 hours on payday.

## **8.00 HOLIDAYS AND HOLIDAY PAY**

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### **8.01 Holidays**

The City's holiday policy shall provide the following holidays to be observed on the days indicated:

**New Year's Day**

January 1

**Martin Luther King Day**

3rd Monday in January

**Lincoln's Birthday**

February 12

**President's Day**

3rd Monday in February

**Memorial Day**

Last Monday in May

**Independence Day**

July 4

**Labor Day**

1st Monday in September

**Admission Day**

September 9

**Columbus Day**

2nd Monday in October

**Veteran's Day**

November 11

**Thanksgiving Day**

4th Thursday in November

**Friday after Thanksgiving Day**

Friday following 4th Thursday in November

**1/2 Day Christmas Eve**

December 24

**Christmas Day**

December 25

**1/2 Day New Year's Eve**  
December 31

## **8.02 Payment for Holidays Worked**

All work performed on a holiday shall be compensated as provided below. Such holiday pay shall be calculated at the employee's straight time hourly rate in effect when the holiday was worked. The employee's customary income tax withholding rate shall not be changed by reason of payments for holidays or payment of final compensation owing on termination of employment.

### **A. Compensation for Employees on 56 Hour Schedule**

Compensation for employees assigned to a 24-hour duty shift shall receive an allowance of 5.77% of their regular hourly rate in lieu of 14 paid holidays.

### **B. Compensation for Employees on 40 Hour Schedule**

Compensation for employees assigned to a 40-hour, 4/10 work shift shall be provided at the rate of 10 hours for each holiday worked, and for each holiday which falls on a regularly scheduled day off. If, however, an employee is absent from work in a paid leave status on a scheduled work day on which a holiday occurs, employee shall receive up to 10 hours holiday pay on this day in lieu of the paid leave which would otherwise apply. Employees not otherwise scheduled to work on holiday(s) shall nonetheless be allowed to work said holidays

## **8.03 Time Off for Holidays**

A record of holidays worked and holidays falling on an employee's regularly scheduled day off shall be maintained in the Fire Department.

## **8.04 National Days of Mourning**

When a day of mourning is proclaimed by the President of the United States and the Governor of the State of California, and said day of mourning is observed by the City, the following procedures shall apply:

- a. Those employees who are released from work on a day of mourning will be compensated in full for this day.
- b. Those employees required to work on a day of mourning, and those whose day off falls on such a day, will receive an equivalent credit to vacation leave for those hours worked during their normal shift. (Employees on a 24-hour work shift shall receive a maximum credit to vacation leave of 12 hours.) Hours worked in excess of an employee's normal shift shall be compensated as overtime hours in the normal fashion.
- c. The department head shall be responsible for determining which employees may be released on a day of mourning. Every effort shall be made to release as many employees as possible consistent with operating requirements so as to minimize the crediting of vacation hours.

The provisions of this Section shall apply only to those full-time and part-time employees who are otherwise entitled to receive vacation and holiday benefits.

## **9.00 VACATIONS**

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### **9.01 Use of Vacation Leave**

Vacation leave is a right; however, the use of same shall be scheduled by the City, taking into account the desires and seniority of employees and the workload requirements of the department. Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least a full week at a time. In order to give effect to this policy and to realize the greatest benefit from vacation leave for both employees and the City, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

### **9.02 Vacation Leave Allowance**

#### ***Employees with less than 5 years service***

Effective 1-1-98 except for employees who work a 56-hour week, all full time employees shall accrue 3.47 hours of vacation leave each payroll period after one year of service. Employees who work a 56-hour week shall accrue 5.54 hours of vacation leave each payroll period after one year of service. When an employee begins the seventh month of continuous, satisfactory service, accrued vacation hours shall be credited from the initial date of employment.

Effective 1-1-99 except for employees who work a 56-hour week, all full time employees shall accrue 3.85 hours of vacation leave each payroll period after one year of service. Employees who work a 56-hour week shall accrue 6.50 hours of vacation leave each payroll period after one year of service. When an employee begins the seventh month of continuous, satisfactory service, accrued vacation hours shall be credited from the initial date of employment.

#### ***Employees with more than 5 years but less than 15 years of service***

During and after the calendar year when an employee completes 5 years of full-time service, such employee shall;

Effective 1-1-98 accrue vacation leave at the rate of 5.66 hours per payroll period. Employees who work a 56-hour week shall accrue vacation leave at the rate of 8.31 hours per payroll period.

Effective 1-1-99 accrue vacation leave at the rate of 6.04 hours per payroll period. Employees who work a 56-hour week shall accrue vacation leave at the rate of 9.24 hours per payroll period.

#### ***Employees with more than 15 years of service***

During and after the calendar year when an employee completes 15 years of continuous full-time service, such employee shall;

Effective 1-1-98 accrue vacation leave at the rate of 7.31 hours per payroll period. Employees who work a 56-hour week shall accrue vacation leave at the rate of 10.62 hours per payroll period.

Effective 1-1-99 accrue vacation leave at the rate of 7.70 hours per payroll period. Employees who work a 56-hour week shall accrue vacation leave at the rate of 11.54 hours per payroll period.

### ***Unused Vacation Balance***

As of January 1 each year, no employee shall be allowed to maintain a balance of unused vacation leave, earned or unearned, in excess of twice the yearly allowance for the forthcoming year. Exceptions may be permitted on approval of the department head and the City Manager. In granting such exceptions, The City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue until said vacation balance is reduced below the maximum above. Exceptions shall be made for employees who had been absent from duty due to either job-related or non-job-related disability or more than sixty calendar days. It shall be the responsibility of each employee to insure the full use of vacation leave credits received by scheduling the necessary time off each year.

Employees assigned to a 56-hour week shall be limited to an accrual to ten (10) 24-hour workshifts for personnel with less than five years service, sixteen (16) 24-hour workshifts for 5 to 15 years service, and twenty-one (21) 24-hour workshifts for 15 years or more of service. When holidays for which compensation or time off have not been granted are added to vacation leave, the maximum allowable balance of unused vacation shall be increased in accordance with the above procedures.

Effective January 1, 2000 employees assigned to a 56-hour week shall be limited to an accrual to fourteen (14) 24-hour workshifts for personnel with less than five years service, twenty (20) 24-hour workshifts for 5 to 15 years service, and twenty-five (25) 24-hour workshifts for 15 years or more of service. When holidays for which compensation or time off have not been granted are added to vacation leave, the maximum allowable balance of unused vacation shall be increased in accordance with the above procedures.

### **9.03 Scheduling of Vacation Leave for 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. Holiday leave or 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 period shall not exceed 51 calendar days except upon specific approval of the Fire Chief. Five employees of any given rank on the same shift may use vacation leave simultaneously.

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

Employees shall request, in writing, the scheduling of compensatory time off and/or vacation time at least twenty-four hours in advance, and in full twelve hour increments. The Fire Chief or designated representative must approve any revisions in scheduled vacation and compensatory time off. An employee who is granted in advance the scheduled use of compensatory time may not cancel the use of such time with less than twenty four hours advance notice. In the event an employee's remaining vacation leave balance or compensatory time balance is less than twelve hours, the Fire Chief may authorize the employee using a combination of the two to total a twelve hour increment. Requests for the use of vacation or compensatory time off shall normally be made through a Battalion Chief. Captains at the station where a Battalion Chief is assigned may log such requests in the Assignment Book if the Battalion Chief is otherwise not available.

### ***Number of Employees Allowed Off***

No more than five employees shall be guaranteed the use of vacation leave on any given day. If less than five employees are scheduled off on vacation, employees using compensatory time may also be scheduled off up to a combined total of five 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 hours in advance, nor more than ninety days in advance. More than five 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 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 hours, either 0800 to 2000 or 2000 to 0800 the following day. As an exception to the foregoing, a Battalion Chief may grant the use of leave in excess of twelve hours but less than twenty-four hours if such approval does not prevent other employees from using a twelve 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 hour period, or having the approved period of leave modified to twelve 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 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 to five shifts of vacation leave which

must fall entirely within on designated vacation period. One vacation period is defined as the five work shifts between any two six-day-off breaks. An employee's turn in the selection process is defined as either a PASS, or the selection of from one to five shifts of vacation time off. Once the two 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 days' advance notice. Scheduled vacation may be canceled with less than ten 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 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 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 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 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.

## **9.04 Scheduling of Vacation Leave for 40 Hour Employees**

Vacation leave shall start on any scheduled work day 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. Holiday leave or compensatory time off credits may be used in conjunction with vacation leave if found feasible by the Fire Chief.

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

Employees shall request in writing the scheduling of compensatory time off and/or vacation time at least twenty-four hours in advance. The Fire Chief or a designated representative must approve any revisions in scheduled vacation and compensatory time off. An employee who is granted in advance the scheduled use of compensatory time or vacation may not cancel the use of such time with less than twenty four hours' notice.

### ***Vacation Increments***

Vacation leave or compensatory time may be used in one hour increments. No more than 50% of the employees in the rank of Fire Prevention Inspector may be off on vacation leave and/or use compensatory time off on any given day.

## **10.00 SICK LEAVE**

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### **10.01 Sick Leave Policy**

Sick leave shall be allowed in case of actual sickness of the employee, or a member of the employee's family as provided in Section 10.02 of this Memorandum of Understanding. Sick leave shall be recommended by the employee's supervisor and approved by the City Manager or a designated representative.

### **10.02 Family Sick Leave**

A maximum of five days of an employee's sick leave allowance may be used each calendar year in the event of illness on the part of a family member living in the employee's home. Use of sick leave for this purpose is intended to apply in serious and unforeseen conditions where the presence of the employee in the home is required. A certificate from an attending physician stating the nature and extent of the family member's illness may be required as provided in Section 10.04. Authorization to use additional sick leave for family illness beyond the five days maximum may be granted by the City Manager when exceptional circumstances warrant the same.

The phrase *serious and unforeseen conditions*, as used in the paragraph quoted above reflects the meaning of this provision and the situations in which it is intended to apply. While it is recognized that many conditions may occur in the home which present difficulties in terms of child care, etc., this section is not intended to relieve the inconvenience which many families will experience when there is sickness in the home, but rather is concerned with cases of true and unanticipated hardship where the presence of the employee in the home is mandatory.

As a further aid to clarifying the application of family sick leave, the following examples are provided. These are intended to serve as illustrations and do not exclude other circumstances where requests may be either granted or disallowed.

#### ***Allowable***

1. Sudden and severe illness of a family member requiring hospitalization or medical care on same day of occurrence.
2. Accident or injury to family member occurring under same circumstances as above.
3. Occurrence of unusual or severe complications in an existing illness or injury to a family member wherein the presence of the employee is vital for the health of the affected family member.

#### ***Not Allowed***

1. Absence because of maternity conditions, pregnancy, or delivery, except in cases of unusual and severe complications.

2. Accompanying or arranging for diagnostic tests and examinations of family member unless such tests are in connection with illnesses or injuries described above.
3. Absences because of minor illness or injury where the primary reason for the presence of the employee in the home is to alleviate the inconvenience caused by illness to the family member. Such conditions as flu, colds, severe headache, etc. would normally fall in this category and not be considered sufficient reason for use of family sick leave.

All supervisors have the responsibility for screening requests for family sick leave and advising employees as to whether requests submitted are allowable under the provisions of this section.

### **10.03 Sick Leave Allowance**

After completing three 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 40 hour work week shall accrue 3.96 hours of sick leave credit per payroll period. Employees who work a 56-hour workweek shall accrue 5.54 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.

Sick leave records shall be maintained on an hourly basis. Sick leave shall be taken in periods of no less than one 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.

### **10.04 Sick Leave Notice and Certification**

In order to receive compensation while absent on sick leave or because of the use of Family Sick Leave, the employee or someone on employee's behalf, shall notify the department prior to the employee's scheduled starting time. The Fire Chief may waive this requirement upon presentation of a reasonable excuse by the employee. The employee shall file a personal affidavit or physician's certificate with the supervisor stating cause of absence. After five working days' absence, the Fire Chief or a designated representative may require a physician's certificate describing the nature and extent of the illness.

In case of frequent use of personal sick leave, an employee may be directed to file a physician's statement for each period of absence, regardless of duration, and may also be required to take an examination by a physician designated by the City and to authorize consultation with employee's own physician concerning the illness. Additionally, the employee may be required to notify the department of the condition prior to the beginning of each day on which scheduled to work. Failure to comply with these requirements shall be cause for disciplinary action.

Sick leave shall not be granted for absences caused by intoxication or excessive use of alcoholic beverages. As an exception to the foregoing, sick leave may be authorized for the treatment of alcoholism when such condition is diagnosed by competent medical authority.

## **10.05 Sick Leave Records**

Sick leave records shall be maintained on a calendar year basis by the Finance Department. After an absence is approved as sick leave, it shall be deducted from an employee's leave balance. Upon separation of employees with less than 20 years' continuous service, sick leave balances shall be canceled and shall not be restored if a former employee is reinstated.

## **10.06 Medical and Dental Appointments**

Employees shall not use sick leave for non-emergency medical or dental appointments without the prior written approval of the Fire Chief or a designated representative, whose decision shall be final. Such approval, however, shall not be withheld arbitrarily or capriciously. If use of sick leave is approved for non-emergency medical or dental appointments or use of sick leave is necessary for emergency medical or dental appointments, sick leave shall be used for a minimum period of one hour and should not exceed four hours except in unusual circumstances.

## **10.07 Payment for Unused Sick Leave**

Any full-time employee leaving the employment of the City in good standing after having completed 20 years of continuous service, or upon retirement from the City for service or disability, or upon termination of employment by reason of death, shall receive payment for a portion of that sick leave earned but unused at the time of separation. The amount of this payment shall be equivalent to one percent of sick leave earned but unused at the time of separation times the number of whole years of continuous employment times an employee's hourly rate of pay at the time of separation.

For the purpose of this computation an employee's hourly rate of pay shall be his/her annual salary divided by 2,080 hours. The hourly rate of pay of employees who work a 56-hour workweek shall be the annual salary divided by 2,912 hours.

That portion of an employee's sick leave balance for which payment is not provided shall be canceled and shall not be restored if said employee is reinstated.

## **11.00 MISCELLANEOUS LEAVES**

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### **11.01 Funeral Leave**

All full-time employees except temporary and provisional employees shall be granted funeral leave with pay as necessary, but not to exceed two 24-hour work shifts for firefighting personnel and three work days for other employees upon the occasion of the death of a close relative. When additional time is desired, employees may be allowed to take accumulated vacation leave or compensatory time due off. Close relatives are defined as mother, father, sister, brother, wife, husband, child, grandparent, mother-in-law, father-in-law of the employee. Additional funeral leave for travel purposes not to exceed five calendar days may be granted by the City Manager when circumstances warrant the same.

### **11.02 Jury Leave**

An employee summoned to jury duty shall inform their supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the City.

### **11.03 Leave to Testify**

Employees who are required to appear and testify in court shall suffer no loss of pay for such appearances if such appearance relates to matters arising out of their official duty as employees of the City of Hayward. No compensation shall be provided for non-job related court appearances.

### **11.04 Military Leave**

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give their department head and the City Manager an opportunity, within the limits of military requirements, to determine when such leave shall be taken.

### **11.05 Disability Leave**

For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employee's period of disability. In the case of full-time employees, other than temporary and provisional employees, additional compensation allowance shall be granted for a period not to exceed one year for any one period of incapacity. In the event a waiting period is required before an employee's disability compensation allowance is payable, regular pay shall be provided during said waiting period.

If in the opinion of the Fire Chief or a designated representative, an employee who has reported for work is unable to safely perform the duties assigned the employee because of an industrial injury, the Fire Chief or the designated representative may place such employee on disability leave for the remainder of the shift.

Employees who are absent from work on disability leave shall not engage in any outside work or activity that is inconsistent with their disability.

### **11.06 Leave of Absence**

The City Manager, upon written request of a full-time employee other than temporary and provisional employees, may grant for the good of the service a leave of absence without pay for a maximum period of one (1) year. Leaves hereby authorized shall include educational leaves, maternity leaves, and leave for any other purpose promoting the good of the service. Whenever granted, such leave shall be in writing and signed by the City manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty, shall terminate his/her right to be reinstated.

### **11.07 Attendance at Firefighters' Conventions**

A maximum of two members of IAFF Local 1909 will be granted two (2) days without loss of pay or benefits each year for the purpose of attending the California Professional Firefighters' Convention or the International Association of Firefighters' Convention or Regional Seminar.

### **11.08 Time Off for Voting**

Employees who do not have sufficient time outside of working hours to vote at a statewide election may be granted up to two hours of paid leave in accordance with the provisions and conditions of Election Code Section 14350. Employees shall, whenever possible, attempt to exercise their franchise by use of an absentee ballot before requesting time off for voting pursuant to the provisions of this section.

Employees requesting time off for voting shall file a written request with the Fire Chief or a designated representative stating the reason why the employee is unable to exercise his right to use an absentee ballot, and a justification for the amount of time off requested. In the event of unforeseen circumstances, an employee may verbally advise any Captain at Station 1 prior to 2000 hours on the day preceding election day of the need to take voting leave and the amount of time required. In such cases a written request must be filed with the Fire Chief thereafter containing the information specified above.

### **11.09 Miscellaneous Paid Leaves - Principle of Equivalency**

In the event the City grants time off with pay for all employees of the City of Hayward for purposes not otherwise provided for in the Memorandum of Understanding or resolutions or ordinances of the City Council presently in effect, employees who work a 56-hour workweek shall receive equivalent time off with pay, in a manner to be designated by the City, at the rate of 1.4 hours of leave for each hour of leave granted other employees.

### **11.10 Family and Medical Leave**

The City recognizes the Federal and State Family and Medical Leave Acts. Currently the Federal Government has issued Interim Final Regulations with respect to the Act. While awaiting the Federal Government's Final Regulations, the City will develop procedures for the requesting and granting of family and medical leave which reflects the provisions of the Act as they apply to City employees. Such procedures will be submitted to all employee groups to provide for employee input. Once adopted the procedures will apply City wide.

## **12.00 GRIEVANCES**

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### **12.01 Definition**

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding or disciplinary actions.

## 12.02 Grievance Procedure

Grievances shall be processed in the following manner:

1. The grievance shall be presented either by the employee or by an authorized Union representative to the designated supervisor of the employee within seven (7) calendar days after the occurrence of the event causing the grievance.
2. The designated supervisor shall have seven (7) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative to the Department Head or to such representative as Department Head may designate.
3. The Department Head or a designated representative shall have seven (7) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative to the City Manager or to such representative as City Manager may designate.
4. If the Parties are unable, within seven (7) calendar days, to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two Union representatives, no more than one of whom shall be either an employee of the City, or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three members of the Board.
5. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require within seven (7) calendar days of the Adjustment Board's deadlock that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. If such agreement is not reached within five (5) calendar days from the date of receipt of request to arbitrate, then the State Mediation and Conciliation Service of the State of California shall be requested to supply a list of seven (7) qualified and experienced labor arbitrators. If the Parties cannot agree on one of the seven to act as arbitrator, they shall strike names from the list of nominees alternately until the name of one nominee remains who shall thereupon become the arbitrator. The first Party to strike a name from the list shall be chosen by lot.
6. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each Party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
7. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the Parties hereto, to the extent permitted by the Charter of the City of Hayward. It is the intent of this provision that Adjustment Board and arbitrator awards be implemented.

### **12.03 Authority of Arbitrator & Adjustment Board**

No Adjustment Board and no arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union, and unless such dispute falls within the definition of a grievance as set forth in subsection 12.01

### **12.04 No Modifications to Memorandum of Understanding**

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

### **12.05 Grievance Involving Disciplinary Action**

No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the Human Resources Director within seven (7) calendar days from the time the affected employee was notified of such action.

### **12.06 Grievance Involving Payment of Compensation**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than 60 days from the date upon which the complaint was filed.

### **12.07 Options**

1. The provisions of this section shall not abridge any rights to which an employee may be entitled under the Charter of the City of Hayward.
2. All grievances of employees in the bargaining unit represented by the Union shall be processed under this section. If the City Charter requires that a different option be available to the employee, no action under paragraph 4 or 5 of subsection 12.02 above shall be taken unless it is determined that the employee is not availing himself or herself of such option.
3. No action under paragraph 4 or 5 of subsection 12.02 above shall be taken if action on the complaint or grievance is pending before the Personnel Board.

## **12.08 No Strike**

In consideration of Section 809 of the Charter of the City of Hayward, the Union and its members agree not to engage in any strike, work stoppage, slowdown, or any other form of concerted activity against the City of Hayward, the effect of which would interrupt or impair the services normally provided by employees covered by this Memorandum of Understanding. This provision shall remain in effect as long as the aforesaid City Charter sections are unchanged and operative.

## **13.00 MISCELLANEOUS ALLOWANCES**

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### **13.01 Fire Education Incentive Program**

#### **1. Purpose**

This program is intended to encourage members of the department to avail themselves of the wide variety of education and training opportunities offered to individuals in the fire service. The need for such a program is apparent because of the increasing trend towards professionalization in this field, and the high quality of performance demanded of employees. The experienced Firefighter will be better qualified to meet these demands if he/she can improve skills by participating in academic training and participation in specialized training programs. Additional compensation will be provided to those employees who qualify.

#### **2. Eligibility**

- a. Candidates must have at least five years' full time experience as fire service members of the Hayward Fire Department at the time eligibility is established. Individuals with fire service experience from other agencies may also apply for admission to the program. Said applications will be evaluated by the Program Review Committee (hereinafter defined) whose decision shall be final.
- b. Persons holding the following ranks will be eligible to participate:
  - Firefighter
  - Apparatus Operator
  - Fire Prevention Inspector
  - Fire Captain
  - Staff Captain
- c. Eligibility periods shall be computed as follows:
  1. Employees whose fifth anniversary falls between January 1 and June 30 shall be eligible on July 1 providing they have completed necessary Program requirements during the preceding twelve months. Thereafter, re-certification as required shall take place during the following twelve month period.

2. Employees whose fifth anniversary falls between July 1 and December 31 shall be eligible on January 1 providing they have completed necessary program requirements during the preceding twelve months. Thereafter, certification as required shall take place during the following twelve month period.

### **3. Qualification Requirements**

- a. Candidates must complete a minimum of 50 hours of approved study and training during each qualification period as defined below.
- b. Approved Study and Training.
  1. 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.
  2. 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,
  3. 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 hour of credit for each hour of classroom study. Credit will be provided for participation in the following California Fire Training Courses:
    - Pump Operation (36 hr. course only)
    - Fire Service Leadership & Supervision
    - Instructor Training
    - Fire Department Administration
    - Fire Control
    - Company Administration
    - Conference Leading
    - Peace Time Radiation
    - Hazards in the Fire Service

Courses available from other *non-college* sources, and future courses which may be offered under the California State Fire Training Program will be evaluated by the Program Review Committee, and a determination made as to whether or not credit will be given.

4. 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
5. Four or more units of approved public school, college, or university work shall be equivalent to 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 50 hours only upon approval of the Fire Chief.

6. Candidates who wish to enroll in an outside school, college, or university must submit, in advance of enrollment, a report in duplicate to the Director of Training showing the name of the school, the subject, the number of credits or units, the name of the instructor, and the class schedule for approval by the Fire Chief. 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.
  7. 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.
- c. Teaching
1. 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.

#### **4. Additional Compensation**

- a. Employees completing 50 hours of approved study or training during the appropriate qualification period shall receive additional compensation of 2 - 1/2% above the salary step currently held. Said compensation shall be paid for a twelve month period as defined in Section 3 above. 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 the provisions of this Section.
- b. 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 2-1/2% 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 18 hours of classroom study being equivalent to one *quarter* unit of academic work. (Equivalent *quarter* unit)

A maximum substitution of 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.

- c. A candidate who obtains a Bachelor's Degree shall be entitled to additional compensation of 5% above the salary step currently held provided said degree was obtained during the course of employment in the fire service. 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.
- d. Employees who qualify for additional compensation under Sections 4b and 4c may obtain an additional 2-1/2% salary increase by continuing their work in the program as set forth by paragraph 4a above. Course work which is taken while an employee is on duty and/or the cost of which is paid for by the City, including workshops or mandatory training programs, may be used to qualify for additional compensation under Sections 4b and 4c above.
- e. Employees who qualify for additional compensation under c above and who have been employed for ten (10) consecutive years or more with the Hayward Fire Department shall be entitled to additional *permanent* compensation of 7 ½ % above the salary step currently held without the need to continue work in the program as required in c above.
- f. In no event shall any employee receive an amount in excess of 7 ½ % by reason of his or her participation in this program.

## **5. Program Review Committee**

A Program Review Committee consisting of the City Manager, Fire Chief, Human Resources Director, or their designated alternates; and two representatives of Hayward Firefighters Local 1909 shall assist in the administration of the Program. The Staff Captain in charge of training shall serve as a non-voting, advisory member of the Committee. 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 question which may arise in the administration of the Program, or the interpretation of this section. A quorum of three voting members shall be required, and decisions of the Committee shall be by majority vote of those in attendance.

## **6. General Instructions**

- a. Each course of study, training or teaching assignment must be approved in advance by the Fire Chief.

- b. No credit will be given for seminars, workshops, or mandatory training programs except as provided in Section 13.01 4d.

## **7. Pre-Approved Courses**

A list of pre-approved courses which qualify for program credit is contained in Appendix A attached hereto. The Fire Chief, or a designated representative, shall review this list annually to determine current relevancy of courses listed, continued availability of the course, and the possible inclusion of additional courses. Any additions or deletions to this list shall require concurrence by the Executive Board of the Union.

## **13.02 Educational Reimbursement**

The City's policy of reimbursing employees who voluntarily engage in educational activities beneficial to both the City and themselves shall be continued without change for the duration of this Memorandum of Understanding. This policy contemplates the future growth and development of the City and its employees through encouragement and financial aid to those individuals who seek to increase their knowledge and improve their skills. The implementation of this program shall be subject to the availability of funds for educational purposes and the appropriateness of the subject matter as outlined below.

### **1. Eligibility**

- a. Any full-time permanent employee with at least three months' service may apply. Employees in a temporary, provisional, or part-time status are not eligible.
- b. Any employee who qualifies for *GI Benefits* for a proposed course of study will be eligible only for reimbursement of that portion of tuition and fees not covered by *GI Benefits*.

### **2. Required Qualifications**

- a. Application may be made only for attendance at a school of recognized educational standing, including correspondence schools.
- b. Selected subjects must relate directly to the employee's present job, or to a reasonably predictable future job with the City. These include:
  1. Technical or non-technical courses of immediate benefit to the employee and City in the performance of present assignments or in qualifying for promotion within the present field of specialization.
  2. Technical or non-technical courses outside employee's current field of specialization, but related to either fields of specialization within the department, or to a logical program of personal development and progression in a related field.

### 3. Procedure

- a. Prior to enrolling in a class or correspondence course, approval of the subject matter must be obtained by the employee on the form entitled **Application for Educational Reimbursement**. Approval is required from the immediate supervisor, Fire Chief, Personnel Department, and the City Manager.
- b. In order to receive financial benefits an employee will be expected to complete an approved subject with a satisfactory degree of proficiency. An employee will be considered as having completed a subject when employee concludes the term for which the educational institution quotes tuition fee and rates proficiency.
- c. While it is normally anticipated that reimbursement for 100% of the tuition, including any enrollment or laboratory fees, will be provided by the City, a lesser percent may be stipulated based upon degree of appropriateness of the subject matter and availability of funds.
- d. When employees are required to engage in study of subjects that are positive job requirements, and are so directed by the City, the entire tuition, and other specifically approved expenses, will be considered training and development rather than covered under this Educational Reimbursement Program.

#### 13.03 Uniform Allowance

An annual uniform allowance of \$360.00 shall be paid to each employee in the following manner:

1. For all eligible employees hired **prior** to January 1, 1970 payment shall occur in October of each year.
2. For each eligible employee hired **after** January 1, 1970 payment shall occur during the month in which the anniversary date of employment with the City occurs, and annually thereafter.
3. The foregoing procedure in 2 above shall apply to those employees who separate from employment with the City, and are subsequently reinstated or rehired.
4. All required uniform items will be replaced or repaired by the City when in the judgment of the Fire Chief or a designated representative they are unserviceable due to damage incurred in the line of duty.
5. Items replaced by the City pursuant to 4 above shall be replaced with like items which meet the then current Department specifications.

#### 13.04 Breathing Apparatus Repair

An employee assigned to repair, calibrate, and otherwise certify to the proper operating condition of breathing apparatus shall receive five percent (5%) in addition to his/her base pay when so assigned. Such work assignments shall be performed only during those times when the employee is not otherwise engaged in his/her normal work assignment. Employees so assigned must possess appropriate certification for the repair and maintenance of breathing apparatus

as specified by **CAL-OSHA** regulations. Training and instruction required to obtain said certification shall be provided on City time and at City expense. The Department shall announce the scheduling of such training and instruction at least thirty (30) days in advance.

Employees assigned to repair breathing apparatus shall be selected by the Fire Chief from volunteers within the ranks of Firefighter and Apparatus Operator. In selecting employees for this assignment the Fire Chief shall take into consideration the aptitudes of employees for the performance of this work; and the seniority of those who volunteer. Employees so selected shall continue in this assignment for a minimum period of two (2) years unless excused by the Fire chief because of special circumstances prior to the expiration of two (2) years of such service.

Employees selected for this assignment shall have no legal liability for work performed unless such liability is the result of a grossly negligent or malicious act. Employees performing this assignment shall not have responsibility or authority for the mounting of such breathing apparatus on department vehicles.

To be selected for a breathing apparatus repair assignment, an employee must be assigned to Station 2. Three employees at Station 2 may be assigned to this duty.

## 13.05 Uniforms and Grooming

### A. Class A - Dress Uniforms

All employees are required to have a Class A - Dress Uniform in their possession. New employees must acquire the Class A Uniform no later than ninety (90) days after completion of their Probationary period. The Class A - Dress Uniform shall be worn when prescribed for special assignments and occasions. The following items comprise the Class A - Dress Uniform:

1. Navy blue serge pants (14 to 18 oz.).
2. Navy blue serge coat (16 oz.).
  - a. Four silver buttons.
  - b. Double breasted.
  - c. Flaps on side pockets.
  - d. Badge tab over left breast pocket.
  - e. Wrist stripes:
 

Firefighter:	black
Apparatus Operator:	2 black
Fire Inspector:	3 black
Fire Captain:	2 silver
Staff Captain:	2 silver
  - f. One Maltese cross placed above wrist stripes for every five years of service.

- g. Collar insignia (City Provided)
  - Fire Captain: Round, 1in. diameter, silver
  - Staff Captain: Round, 1in. diameter, gold
- 3. Navy blue serge jacket, Ike type (18 oz.)
  - a. Front hidden zipper.
  - b. Two (2) outside sewn pockets.
  - c. Flaps on pockets with silver buttons.
  - d. Shoulder epaulets with silver buttons.
  - e. Badge tab over left breast pocket.
  - f. Wrist stripes:
    - Firefighter: 1 black
    - Apparatus Operator: 2 black
    - Fire Inspector: 3 black
    - Fire Captain: 2 silver
    - Staff Captain: 2 silver
  - g. One (1) Maltese cross placed above wrist stripes for every five (5) years of service.
  - h. Collar insignia (City Provided):
    - Fire Captain: Round, 1 in. diameter, silver
    - Staff Captain: Round, 1 in. diameter, gold
  - i. Waist band adjusters with blue buttons.
- 4. White Uniform Shirt (e.g. *Flying Cross #6600* or *Five Star #WP*)
  - a. Shoulder epaulets
  - b. Badge tab over left breast pocket
  - c. Collar insignia (City Provided)
    - Fire Captain: Round, 3/4 in. diameter, silver
    - Staff Captain: Round, 3/4 in. diameter, gold
- 5. Black Tie
- 6. Black Leather Boots (which meet CAL-OSHA standards)
- 7. Black Oxfords, plain toe. To be worn by personnel performing assignments that will not subject them to fire suppression operations.
- 8. Black Leather Belt
  - a. Plain or basket weave
  - b. Not less than 1 inch or more than 1 1/3 inches wide.
- 9. Hat

- a. Firefighter, Apparatus Operator, Fire Prevention Inspector: blue serge
  - b. Fire Captain, Staff Captain: white
  - c. All personnel to wear city provided hat device
10. Business Attire
- a. When appropriate, Staff Captains and Fire Prevention Inspectors may wear a business suit or sport jacket with coordinated trousers, shirt, tie and shoes in the performance of their duties.

## **B. Class B Uniform**

All employees shall be required to have in their possession a complete Class B Uniform before reporting to their first assignment in fire suppression. The Class B Uniform shall be worn by suppression personnel at all times while on duty except as noted below, or unless granted specific temporary exception by the Battalion Chief.

1. While inside the station, or when engaged in work or training activities on department property adjacent to the station, the approved undergarment may be worn in lieu of the Class B uniform shirt. Employees who prefer not to wear an approved undergarment may wear a white V-neck T-shirt which shall not be visible. The Class B uniform shirt may only be removed if an approved undergarment is being worn. When leaving station grounds while wearing blue serge pants, the undergarment shall be covered by a Class B uniform shirt, Derby jacket, Lion jacket or turnout coat. At no time shall an approved long sleeve undergarment be worn with a short sleeve Class B uniform shirt.
2. After 2100 hours and until 0800 hours, turnout pants, boots and an approved undergarment may be worn. During inclement weather or while engaged in outdoor manipulation training, turnout pants, boots and an approved undergarment may be worn. An approved Derby type jacket, Lion type jacket or sweater may be worn in conjunction with the turnout pants, boots and approved undergarment.
3. While engaged in dirty or greasy duties at the station, department provided shop coats may be worn.
4. When engaged in duties inappropriate for the wearing of the Class B uniform either inside or outside of the station (e.g. painting, apparatus maintenance, station maintenance, etc.) department provided coveralls may be worn. Coveralls shall not be worn while performing emergency duties or engaged in training unless they are completely covered by turnout clothing.
5. Exercise attire may be worn only when engaged in physical exercise or recreational activity. Officers shall insure that such attire is appropriate, in good taste and not offensive to the public.
6. During sleeping periods or while showering or exercising, required protective clothing shall be worn for all responses as provided in Section 13.05 D of this Memorandum of Understanding.

### **C. Items Comprising Class B Uniform**

1. Navy blue serge pants (14 to 18 oz.)
2. Navy blue uniform shirt (wool serge or synthetic fabric)
  - a. Long or short sleeve.
  - b. Worn by Firefighters, Apparatus Operators and Fire Captains only.
  - c. Collar insignia (City Provided)  
Fire Captain: round 3/4 inch diameter, open, silver
3. White Uniform shirt, (e.g. Flying Cross #6600 or Five Star #WP)
  - a. Worn by Fire Inspectors and Staff Captains only.
  - b. Shoulder epaulets
  - c. Badge tab over left breast pocket
  - d. Collar insignia (City Provided)  
Staff Captain: round, 3/4 inch diameter, open, gold
4. Black Leather boots (which meet CAL-OSHA standards)
5. Black oxfords, plain toe. To be worn by personnel performing assignments that will not subject them to fire suppression operations.
6. Black Leather Belt
  - a. Plain or basket weave
  - b. Not less than 1 inch or more than 1 3/4 inches wide
7. Approved undergarment - navy blue
  - a. T-shirt, long or short sleeve
  - b. Sweat shirt, long or short sleeve
  - c. Must have approved logo
8. Approved undergarment - white
  - a. Only a white T-shirt is approved for wearing underneath a Class A or Class B white uniform shirt.
9. The following items are optional for wearing with the Class B Uniform:
  - a. Jackets: Navy blue (e.g. Derby or Lion #1410)
  - b. Sweater: Navy blue wool long sleeve cardigan.
  - c. The sweater or jacket may be worn over the navy blue Class B Uniform shirt on station property, on non-hazardous assignments and under the turnout coat.
  - d. The navy blue Lion jacket may be worn over the white Class B uniform shirt.
10. Decorative Pins: Only those pins or insignias issued by the City may be worn, with the exception of an EMT pin and the IAFF Union pin. All

decorative pins shall be worn directly above name tag (located above right breast pocket)

11. Badge: The employee's badge shall be worn on the outer garment at all times except for an approved undergarment, brush jacket, sweater or turnout coat.
12. Approved Baseball Cap

#### ***D. Class C - Protective Clothing***

On all emergency responses, and during the course of all incidents, protective clothing which meets CAL-OSHA standards must be worn except as follows:

1. Drivers need not wear the helmet or turnout coat while driving.
2. Battalion Chiefs or Incident Commander may authorize removal of turnout coat and helmet at emergency incidents.
3. The brush jacket may be substituted for the turnout coat when responding to and during the course of grass fires.
4. The turnout coat may be substituted by the approved sweater, Derby jacket, Lion jacket or approved undergarment, when worn in conjunction with the turnout pants and boots, while responding to and during the course of resuscitator and first aid calls not involving vehicle accidents.
5. The Class B uniform shirt may be worn in lieu of the turnout coat while responding to and during the course of all EMS calls not involving vehicle accidents.
6. The Class B uniform shirt may also be worn on any such response when, in the judgment of the Company Officer, it is safe and appropriate to do so.

#### ***E. Items Comprising a Class C Uniform***

Protective clothing which shall meet CAL-OSHA requirements and which shall be provided by the City:

1. Turnout Pants.
2. Turnout Boots.
3. Turnout Coat.
4. Helmet.
5. Gloves.
6. Safety Shoes.
7. Trousers.

Fire Inspectors shall wear either the Class C uniform or city provided blue coveralls, hard hat and safety shoes while investigating fire causes.

All articles of uniform are to be maintained in a neat and clean manner.

## **F. Hair Grooming Standards**

All employees shall be required to conform to the following hair grooming standards:

1. Hair, sideburns and mustaches shall be neatly trimmed, groomed, and clean. Style of hair is the individual's choice, but hair styles that are in conflict with safety standards or operations are prohibited.
2. Beards and whiskers shall not be allowed. The only exception to this will be for medical purposes when certified by a physician.

## **13.06 Emergency Medical Technician Certification**

- a. Emergency medical service is a core service of the Fire Department. As such, the training and development of the staff who delivers such services are also a priority. The City shall provide and maintain training that meets all current Alameda County standards.
- b. Participation in the EMT program shall be voluntary for all existing, sworn members of IAFF Local 1909. Sworn employees hired after December 1, 1991 shall be required to secure an EMT-IFS, EMT-D, and those enhancements described below as a condition of employment with the Fire Department. All costs associated with such certificate shall be borne by the City. Time allotted for such training shall be provided on duty unless alternative scheduling is agreed to by the employee and the Fire Chief.
- c. Until January 1, 2006, all members of the bargaining unit certified as Emergency Medical Technician shall receive EMT premium pay of two percent (2%) above the salary step currently held.

Effective January 1, 2006, members of the bargaining unit certified as Emergency Medical Technician who have less than 20 years of service shall continue to receive EMT premium pay of two percent (2%) above the salary step currently held. For members of the bargaining unit who complete 20 years of service as an employee of the City of Hayward on or after January 1, 2006, the EMT premium pay of two percent (2%) above the salary step currently held shall be incremented by an additional two percent (2%) on the member's 20<sup>th</sup> anniversary and an additional one percent (1%) on each succeeding anniversary to and including the member's 30<sup>th</sup> year anniversary. Members of the bargaining unit with more than 20 years of service as of January 1, 2006, shall receive EMT premium pay in the amount they would have been receiving if this schedule had been in effect on the date of their 20<sup>th</sup> year anniversary and thereafter.

- d. If the EMT-IFS program adopts the enhancements of intubation, anti-shock trousers or EMT-D it shall be at the Department's discretion to implement such enhancements without the necessity to meet and confer over the addition of these services in regard to salaries, benefits or working conditions.
- e. Existing employees who participate in the defibrillation program but are not certified as an EMT-IFS shall not be eligible for compensation, but may participate in the program.

- f. It is not the intention of the City to use quality assurance or the defibrillator tape for discipline or performance evaluation purposes pertaining to EMT-D, intubation or anti-shock trousers (**see attached side letter dated July 24, 1991**)

### **13.07 Treatment of FLSA Compensatory Time**

The City will continue to pay members in cash for all FLSA compensatory time in excess of 480 hours. For purposes of segregating FLSA compensatory time from non-FLSA compensatory time, the following assumptions will be made:

1. Compensatory time earned prior to October 12, 1986 will be considered non-FLSA compensatory time.
2. Compensatory time earned between October 12, 1986 and January 1, 1994 will be considered FLSA compensatory time.
3. Compensatory time earned beginning January 1, 1994 will be segregated and tracked as either FLSA compensatory time or non FLSA compensatory time.

### **13.08 Emergency Medical Technician Paramedic Certification (E.M.T.P.)**

- a. Emergency medical service is a core service of the Fire Department. As such, the training and development of the staff who delivers such services are also a priority. The City shall provide and maintain training that meets all current Alameda County E.M.S. District standards.
- b. Participation in the E.M.T.P. program shall be voluntary for all existing, sworn members of Local 1909. Sworn employees in the classification of Firefighter hired after April 1, 1996 shall be required to secure E.M.T.P. certification as a condition of employment with the Fire Department. All costs associated with such certification shall be borne by the City. For certification training which can not be accomplished on duty, the employee shall receive 1 1/2 their straight time hourly rate for all hours spent in training as well as for travel time to and from their duty station. Time allotted for such training shall be provided on duty unless alternative scheduling is agreed to by the employee and the Fire Chief.
- c. If at such time as the City becomes a transport provider, those employees hired after April 1, 1996 working in the classification of Firefighter, may be required to staff said ambulances. Staffing of Department ambulances by those employees can be implemented without the necessity to meet and confer over the addition of this service in regard to salaries and benefits.
- d. All employees who possess a valid E.M.T.P. certification from Alameda County E.M.S. District shall receive the premium pay provided to employees who are certified as Emergency Medical Technician and shall also receive additional premium pay of 8% above the salary step currently held.

## **14.00 SAFETY**

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### **14.01 Accident Reports**

Any employee involved in an accident while on the job which results in personal injury or property damage of any kind shall report the same promptly to the supervisor, and shall fill out required forms for reporting same.

### **14.02 Employee Health and Medical Examinations**

When, in the judgment of the department head and the City Manager, an employee's health or physical condition may have an adverse effect on the performance of these duties, or is affecting the safety or health of fellow employees, employee may be required to undergo a medical examination at City expense.

On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated for the duties of the position, and may take whatever action he/she deems appropriate. The determination and resultant action may be the subject of appeal to the Personnel and Affirmative Action Commission for its review and recommendation.

Those employees designated by the City Manager shall also undergo, at City expense, routine medical examinations. The frequency of these examinations and the examining physician shall also be designated by the City Manager.

### **14.03 Driver's License**

All employees shall be required to possess a valid Class III California Driver's License. In the event a higher level of license is required by the State of California for operation of any or all of the department's apparatus, all employees in the classification of Apparatus Operator and all employees on the eligible list for the classification of Apparatus Operator shall be required to possess such higher license. This latter requirement may be waived in individual circumstances upon review and approval of the Fire Chief and Human Resources Director.

In the event said license requires a physical examination, the City shall pay for the cost of the examination, and the examination shall be conducted on City time.

### **14.04 Light Duty Work Assignments**

#### **1. Policy**

It is the goal of the City of Hayward to provide a safe working environment for all employees and to maintain an effective and efficient program for the provision of workers' compensation benefits. To assist in such efforts the utilization of light duty assignments will be encouraged whenever practical.

## **2. Purpose**

To provide for the return to work of both industrially and non-industrially injured or ill employees in a capacity consistent with a disability temporarily precluding the affected employee from the performance of the employee's full and normal duties, but not limiting the employee totally such that productive assignments can be performed by the employee without fear of aggravating the injury.

The foregoing does not alter or modify existing regulations, or provisions of the Memorandum of Understanding pertaining to the use of non-occupational sick leave. Specifically, an employee on sick leave will not be required by the City to return to work in a light duty capacity prior to being released by a physician for the regular performance of duties. Rather, it reiterates the City's existing practice of entertaining *requests* from employees to return to light duty in the event they wish to avoid exhausting all of their sick leave, or in those cases where all remaining sick leave has been used.

## **3. Procedure**

- a. Upon receiving notice of the occurrence of a temporarily disabling injury to a City employee in accordance with Administrative Rule 7.1.(Rev.) a determination will be made by the Human Resources Director on the appropriateness of assigning light duty to the injured employee. Such determination shall take into account the opinion and recommendation of the injured employee's treating physician.
- b. If the above determination results in a finding that the employee is able to return to a light duty assignment, then discussion will be conducted between the Human Resources Director and the employee's supervisor on the availability of light duty within the division.
- c. If light duty is warranted and the work is available within the division of original assignment, the employee will be returned to work to such duty.
- d. If light duty is not available within the division of original assignment, an appropriate substitute shall be sought. If such a substitute is available, the employee shall be returned to work to such a substitute position. Employees shall not be required to accept light duty assignments outside of the Fire Department.
- e. Such light duty assignments as described above will continue until such time as the injured employee is given a full and complete release to resume normal work activities by the employee's treating physician.

## **4. Salary While On Light Duty Assignment**

When performing light duty work assignments in accordance with this section, employees shall receive the normal salary step for their regular classification of employment. Personnel assigned to light duty work assignments shall not be required to perform a substantial portion of duties of a higher paid classification. Personnel assigned to light duty work may be assigned to perform a substantial portion of the duties of a higher classification in a training status, however.

## **14.05 Physical Fitness**

### ***A. Employees on a 56 Hour Work Schedule***

Participation in the Hayward Fire Department physical fitness program shall be voluntary on the part of employees, but admission to the program shall be allowed only after a comprehensive evaluation by a physician or physical fitness consultant, selected and paid for by the City, reveals no health condition which may be aggravated by such participation. Consistent with operating requirements, participants shall be allowed to engage in program activities for a maximum of two hours while on duty. Time so spent in formal program activity and/or informal physical fitness activity shall be prior to 1030 hours, except that the Company Officer may extend the time for physical fitness on those days when emergency responses or battalion details preclude completion of the physical fitness training by 1030 hours.

Employees participating in the department's physical fitness program shall use only the equipment furnished by the City, and its use shall be in accordance with approved operation instructions. Employees who have not enrolled in the program, but wish to use the equipment on their own, may do so only after having been evaluated in the same manner as program participants and receiving formal instruction on the safe and proper use of the equipment.

Employees wishing to use exercise equipment other than that provided by the city may do so upon approval from the Fire Chief for the use and storage of such equipment. Such approval for use shall be contingent upon an examination and approval by the department's physical fitness consultant, and instruction by the consultant in the safe and proper use of the equipment. Only City provided weight lifting equipment shall be used by employees.

Employees wishing to jog or run for physical fitness purposes may do so prior to 1030 hours or after 1700 hours. This activity will be limited to a distance equivalent to one city block from the fire station or such other distance as the Fire Chief deems appropriate, provided, however, that a school track, park, jogging trail, etc., may be used if a piece of apparatus and its entire complement of assigned employees is driven to said location. Under such circumstances all personnel will remain in close proximity to the apparatus. Basketball, volleyball, ping pong and tennis (at Station #6) are allowed as recreational activities, but shall not be recognized as part of the physical fitness program.

### ***B. Employees on a 40 Hour Work Schedule***

Consistent with operating requirements, employees on a 4/10 work schedule shall be allowed to engage in physical fitness activities between the hours of 0700 and 0830. Provisions for the use of City-owned or personal physical fitness equipment by those employees who are not enrolled in the Department's physical fitness program shall be the same as recited above for employees on a 56 hour schedule.

## **14.06 Medical Treatment for Occupational Injury or Illness**

Employees requiring medical attention because of job-related injury or illness shall obtain such treatment at a medical facility or from a physician designated by the City. Pursuant to the provisions of California Labor Code 4600, an employee may pre-select a personal physician prior to the occurrence of an occupational injury or illness, said selection to be filed on a form provided by the City for this purpose. In the event of an occupational injury or illness to an employee requiring immediate medical attention, the affected employee will be initially referred to the most readily available source qualified to provide the necessary assistance or treatment.

## **14.07 Safety Equipment**

The City shall provide safety equipment as required by CAL-OSHA and such other safety equipment as the City may deem necessary for the performance of work. All equipment so provided shall meet applicable CAL-OSHA standards.

## **14.08 Injury Accident Review Committee**

In the event the Injury Accident Review Committee is reactivated, it shall consist of two members designated by the Fire Chief, two members designated by the Union, and a representative from the Personnel Department. The purpose of the Committee will be to review occupational injuries and illnesses occurring in the department, determine their causes, and recommend corrective action.

## **15.00 PROMOTIONAL EXAMINATIONS & ACTING APPOINTMENTS**

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### **15.01 Promotional Examinations**

The City shall give six (6) months advance notification of the week in which a promotional examination for a classification in the representation unit is to be scheduled, said notification to be posted on all Fire Department bulletin boards. Each employee who qualifies to participate in the promotional examination shall be provided personal notice of the date, time and location the examination will be held as soon as the schedule is established. The City shall endeavor, insofar as is possible, to avoid scheduling said promotional examinations during the period from June 15 to September 15 each year.

Class specifications for certain promotional positions within the representation unit permit employees to participate in examination processes based, in part, upon paid experience acquired in other fire departments which is similar to that which is acquired by employees of the Hayward Fire Department. An evaluation of previous experience from other departments for this purpose shall be made by the Fire Chief according to the following criteria:

- a. The previously employing department has response requirements similar to the Hayward Fire Department including first aid and medical emergency responses, and structural fire responses including commercial and industrial occupancies; and

- b. The previously employing department has an in-service training program to maintain the proficiency of its employees. This evaluation of previous experience shall be accomplished for new employees of the Hayward Fire Department during their initial training period and they shall be advised as to the results of said evaluation and the extent, if any, to which their previous experience will be applied towards eligibility to participate in promotional examinations.

## 15.02 Examinations - Written, Oral & Performance

Minimum passing scores for promotional examinations shall be established after consultation by Human Resources Department representatives with management personnel of the Hayward Fire Department who shall evaluate the selection instruments to be used in order to determine an appropriate minimum passing score.

An authorized representative of the Employee Organization who is not an employee of the City may attend, as an observer, oral boards and performance examinations convened for the purpose of promotional examinations; provided the candidate requests in writing the presence of said observer.

## 15.03 Promotional Procedures and Selection Process

In the event there are no candidates for examinations scheduled to fill promotional positions within the representation unit for which previous service in the Hayward Fire Department is required, or none of the candidates applying for said positions are able to qualify for placement on an eligible list, the City may then recruit for applicants who are not employees of the Hayward Fire Department.

Whenever a promotional position in the representation unit is to be filled, the appointing authority shall select from among the top five (5) candidates on the existing eligible list for the classification involved. Selections for subsequent vacancies shall be made from the top five (5) remaining candidates, and so on until all vacancies are filled and/or the eligible list has expired.

## 15.04 Acting Assignments

In those instances where it is anticipated that an acting assignment to a promotional position within the representation unit will exceed thirty consecutive calendar days, appointment to acting status shall be made from the current eligible list in accordance with the provisions of Section 15.03 paragraph 2 of this Memorandum of Understanding. Such appointments shall be designated ***long term*** acting assignments and shall require approval by the City Manager or a designated representative. In the event a current eligible list does not exist for the classification involved, employees shall be advised of the vacancy and be given an opportunity to apply. The Fire Chief shall make a provisional acting appointment of an employee deemed qualified to fill the position from among those making application. When a new eligible list takes effect, the provisional appointment shall be rescinded and a selection made from the list as provided above.

An employee who is currently serving in **long term** acting status, and who has served more than thirty consecutive days in said position, shall be entitled to be appointed in probationary status to the next permanent position vacancy in the classification involved. In the event more than one employee is serving on a **long term** acting basis in the classification, the employee with the earliest appointment date shall be the one selected for appointment in probationary status. **Short Term** acting assignments (not anticipated to exceed thirty consecutive calendar days) shall not be counted for the purposes of this section. An employee who completes a long term acting assignment shall be entitled to bump another employee who is currently acting on a long term basis in the same classification, provided the effective date of appointment in long term acting status is earlier.

Once an employee's long term acting assignment has been completed and employee has served for more than thirty consecutive calendar days in said assignment, employee's name shall be placed on a re-employment list for the classification involved in the order of original date of appointment. Said re-employment list shall be of permanent duration, shall take precedence over any other eligible list for the classification, and shall be used to fill all subsequent probationary and long term acting vacancies which may arise. Selection of employees from this re-employment list to fill such vacancies shall be on the basis of rank order. Placement on said re-employment list shall not entitle an employee to preferential consideration for short term acting assignments.

Employees appointed to long term acting assignments shall not be entitled to rights in excess of those afforded employees in probationary status, and may be released from acting assignment pursuant to the provisions of Section 2.02 of this Memorandum of Understanding. Said reasons for release may include, but are not limited to, inability to serve because of extended absence from work.

## **16.00 MISCELLANEOUS PROVISIONS**

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### **16.01 Notification of Address**

All employees, including those on leave of absence, shall keep the Human Resources Director informed as to their current home address at all times. Failure to do so within ten (10) days after change of address may be cause for disciplinary action.

### **16.02 Mileage Reimbursement**

Employees who are directed by the Fire Chief or a designated representative to use their personal vehicles in the conduct of City business shall be reimbursed at the uniform rate established by the City for all City employees as set forth in Administrative Rule 6.1 as it presently exists or as it may be revised by the City from time to time in its sole discretion.

### **16.03 Vehicle Assignment**

Employees in the classification of Fire Prevention Inspector, and Staff Captains assigned as Assistant Fire Marshall, Training Officer and Plans Officer shall be provided with City-owned vehicles for use in the course of their employment and

for travel to and from their place of residence only. Such vehicles may be used for personal business only during those times when an employee is assigned stand-by duty. Employees assigned a City vehicle shall employ good judgment in the use of same, and shall not use it in a manner which would otherwise bring discredit upon the Hayward Fire Department. Fire Prevention Inspectors shall be entitled to select a vehicle for such use from among those made available for use by Inspectors, on the basis of seniority in rank subject only to operating requirements which necessitate the specific assignment of a vehicle. In the event of any recall to duty, employees will be required to report with the City vehicle in their possession.

As an exception to the foregoing, those employees who would otherwise be entitled to use a City provided vehicle pursuant to the provisions of this Section may elect in lieu thereof to use their privately owned vehicles in accordance with the vehicle allowance listed below;

Effective 1-1-98 Vehicle allowance shall be \$390.00 per month.

Effective 1-1-99 Vehicle allowance shall be increased by 3% to \$401.17 per month.

Effective 1-1-00 Vehicle allowance shall be increased by a percentage equal to the percentage of the January 1, 2000 salary increase.

#### **16.04 Legibility of Reports**

All reports that employees are required to submit shall be typed or printed legibly. As an exception to the foregoing, all incident reports including, but not limited to, the statistical portions of the California Fire Incident Reporting System (CFIRS) form currently consisting of the front page of a fire report, and any other reports which will be read and stored by electronic data processing devices, shall be typewritten. The City shall provide the Union with a copy of statistics derived from the CFIRS report.

#### **16.05 Restrictions on Outside Work**

No employee shall engage in a gainful occupation outside the City position which is incompatible with City employment or which is of such a nature as to interfere with satisfactory discharge of regular duties. Any employee who wishes to engage in or accept such employment shall submit a written request for permission to do so, on a form designated by the City, to the City Manager or a representative. Approval shall not be withheld for reasons inconsistent with the provisions of this section.

#### **16.06 Use of Fire Apparatus for Grocery Shopping**

Employees assigned to fire stations may be allowed to use a fire apparatus once during each shift to purchase groceries for those meals eaten at their station. Only the number of personnel necessary to operate the fire apparatus shall go shopping and the distance traveled shall be as short as possible. No more than one employee shall leave the fire apparatus to shop; the other employee(s) shall remain in the fire apparatus alert and ready to respond to any call received.

## **16.07 Painting Assignments**

Employees shall continue to perform painting assignments, however, they shall not be required to paint the exteriors of fire stations nor the ceiling and walls of the apparatus room at Station #1. Personnel performing painting assignments may wear fire department coveralls or shall be provided other protective apparel as needed for their pants and shoes. When responding to any incident from a painting detail, coveralls shall be removed. Turnout pants and boots shall be readily accessible in the event they are needed.

## **16.08 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 shall amend its contract with the PERS to provide Bargaining Unit employees with the 3% @ 50 retirement formula.

## **16.09 Landscape Maintenance**

Members of the bargaining unit shall perform landscape maintenance in the nature of customary pruning, mowing, fertilizing, and watering on Saturdays when a reduced level of activity is scheduled.

## **16.10 Station Supplies & Equipment**

The City shall furnish and maintain as necessary the following supplies and equipment for use by personnel in each fire station for the operation of all stations and equipment:

### ***A. Non-expendable Equipment***

Stove, microwave oven, refrigerator, automatic dishwasher, beds, pillows and mattresses, blankets and bedspreads; chairs, tables and upholstered furniture; and cooking and eating utensils and dish towels. No privately owned furniture, appliances, equipment, etc., shall be placed in a station without prior approval from the Office of the Fire Chief. The City shall not be responsible for the purchase or maintenance of station television sets or private telephones.

### ***B. Linen Supply***

A supply of linen for each employee on suppression duty consisting of two sheets, one pillow slip, one bath towel and one face towel to be issued at the start of every tour of five (5) twenty-four (24) hour shifts. The City shall be responsible for the laundering of linen supplies.

### ***C. Expendable Supplies***

All expendable supplies necessary for the operation and maintenance of each fire station excluding food supplies. First-aid supplies provided by the City for employees' use shall include immunization medication for poison oak,

mouthwash, aspirin, antacid, anti-bacterial skin cleanser and non-sterile disposable gloves.

#### **D. Station Library**

A library in each station of reference materials and manuals, as specified by the Fire Chief, to serve as an adjunct to the performance of assigned duties.

### **16.11 Parking of Employee Vehicles**

Private vehicles of employees may be parked in the rear yard of all stations, but must be removed when hose and ladder drills or other activities requiring use of the parking area are scheduled, and must be parked so as not to interfere with the movement of apparatus. Employees will be required to keep the parking area free of grease and oil. The washing and repairing of private vehicles is not permitted except that employees going off-duty in the mornings shall be allowed to use the garden hose to hose off their vehicles for the purpose of clearing moisture from windshields and windows. The storage (parking) in Fire Station parking lots of campers, boats, trailers, motor homes, automobiles, or other privately owned equipment for periods in excess of twenty-four (24) hours is prohibited.

### **16.12 Personnel Files**

Employees shall be entitled to inspect contents of their personnel files.

### **16.13 Service Awards & Reception**

Employees shall be given a service award at their tenth anniversary of service and every fifth year of service thereafter, and at retirement. Such service awards shall consist of a City emblem on either a tie tack, Speidel watch band (or one of equal quality), identification bracelet, necklace, or key chain, and shall contain a combination of synthetic stones and genuine diamonds as follows: two rubies and a diamond at ten years; two emeralds and a diamond at fifteen years; two diamonds and an emerald at twenty-five years; and three diamonds thereafter and at retirement. An annual reception shall be held for the presentation of such awards.

### **16.14 Establishment of Trust Fund for Medical Insurance Liability**

For employees covered by the IAFF Local 1909 MOU on January 1, 1992, the payment for unused sick leave provided for in Section 10.07 in this MOU shall be increased to 2.5% per year of service up to a maximum of 100%.

Any funds not expended through January 1, 1999, shall be applied towards Section 5.05 – Union Time Bank.

### **16.15 Americans with Disabilities Act (ADA)**

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the

aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with ADA which are in potential conflict with any provision of this resolution, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

## **17.00 SEPARABILITY OF PROVISIONS**

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Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding. Upon such invalidation the Parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal.

## **18.00 SCOPE OF AGREEMENT**

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Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters which were presented during the meet and confer process. If a proposal was made by either Party and not incorporated within this Agreement, then it was considered and rejected.

**19.00 DURATION**

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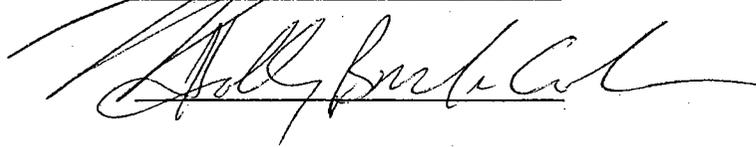
This Memorandum of Understanding shall be effective January 1, 2008 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2010.

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 1909, AFL-CIO**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF HAYWARD**

  
\_\_\_\_\_  
  
\_\_\_\_\_

Made and entered into this April 2, 2008.

## **APPENDIX A**

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The following list indicates those courses which will receive approval for educational incentive funding.

Courses not included on this list shall be submitted to the Fire Chief prior to enrollment for determination as to their admissibility for the educational incentive program.

### **College Courses**

#### ***Fire Service Technology***

Introduction to Fire Service Technology  
Fire Service  
Personal Fire Safety and Emergency Action  
Fundamentals of Fire Prevention  
Fire Protection Equipment and Systems  
Hazardous Materials  
Rescue Practices  
Fire Command  
Fire Service Management I  
Fire Prevention Officer  
Fire Investigation I  
Fire Instructor 1A and 1B  
Wildland Fire Control  
Firefighter I Certification

#### ***Administration of Justice***

Criminal Law  
Evidence  
Criminal Investigation  
Juvenile Procedures  
Interviewing Interrogation

#### ***Chemistry***

Any course required or accepted by institution for AA Degree in Fire Science

#### ***Electronics Technology***

Basic Electricity

## ***Supervision***

Elements of Supervision

Human Relations and Leadership

Behavior in Organizations

Techniques of Discussion and Conference Leading

Industrial Safety

Introduction to Labor Management Relations

Grievance and Arbitration

## **California State Fire Academy (Residence or Community College)**

Fire Management 1

Fire Management 2  
Management Theory and  
Practices

Fire Management 3  
Fire Department Administration

Fire Management 4  
Master Planning

Fire Command 1a  
Introduction

Fire Command 1b  
Hazardous Materials

Fire Command 2  
Structural Firefighting

Fire Command 3  
High Rise Firefighting

Fire Command 4  
Disaster Organization &  
Planning

Fire Command 5  
Wildland Firefighting

Fire Prevention 1  
Introduction

Fire Prevention 2  
Flammable Liquids & Gases

Fire Prevention 3  
Fire Protection Systems

Fire Prevention 4  
Introduction to UBC

Fire Prevention 5

Fire Problems in Special  
Occupancies

Fire Prevention 6  
Hydraulic Sprinklers

Fire Prevention 7  
Plan Checking

Hazardous Materials 1  
Chemistry and Physics of  
Hazardous Materials

Hazardous Materials 2  
Chemistry and Physics of  
Hazardous Materials

Hazardous Materials 3  
Tactical Considerations

Fire Instructor 1a  
Teaching Credential

Fire Instructor 1b  
Teaching Credential

Fire Instructor 2a  
Techniques of Evaluation

Fire Instructor 2b  
Leadership Skills

Fire Instructor 3  
Training Program  
Management

Master Instructor

Fire Investigation 1  
Introduction

Fire Investigation 2  
Cause Determination

Fire Investigation 3  
Cause Determination and  
Investigative Techniques

## **California Specialized Training Institute**

Hazardous Materials

## **National Fire Academy**

Strategic Analysis of Fire  
Department Operations  
Fire Service Organizational Theory

Interpersonal Dynamics in Fire  
Service Organizations

Fire Service  
Leadership/communication

The Chemistry of Hazardous  
Materials

Hazardous Materials Tactical  
Considerations

Planning for a Hazardous Material  
Incident

Fire/Arson Investigation

Fire Prevention Specialist 1

Fire Prevention Specialist 2

Managing the Code Process

Managing the Fire Prevention  
Program

Plans Review for Inspectors

Educational Methodology

Course Development

Incident Command

Advanced Incident Command

Executive Development

Use of Micro Computers for Fire  
Service Management

Information Management in the Fire  
Service

Hazardous Substance Specialist

Preparing for Incident Command

Commanding the Initial Response

## **NFA Outreach Programs**

Building Construction for Fire Suppression Forces  
Fire Risk Analysis: A Systems Approach  
Fire Apparatus Purchase and Maintenance  
Fire Service Supervision  
Hazardous Material Incident Analysis  
Incident Command System and Structural Firefighting  
Interpersonal Relations for Fire Service Supervision  
Pesticide Fire and Spill Control

## **Open Learning Fire Service Program**

*A NFA/OLFSP/IADD Project Sponsored by Cogswell College, San Francisco*

Advanced Fire Administration  
Analytic Approaches to Public Fire Protection  
Personnel Management for the Fire Service  
Fire Prevention Organization & Management  
Disaster and Fire Defense Planning  
Fire Related Human Behavior  
Political and Legal Foundations of Fire Protection  
Fire Protection Structure and Systems Design  
The Community and the Fire Threat  
Incendiary Fire Analysis and Investigation  
Applications of Fire Research Fire Dynamics

## SIDE LETTER OF AGREEMENT



Local 1909

# HAYWARD FIREFIGHTERS

22734 Main Street • Hayward, CA 94541-5007  
Office (510) 885-1909 • Station (510) 773-4010 • FAX (925) 462-6049

### LETTER OF AGREEMENT

#### Term of Agreement and Waiver

The City of Hayward and Hayward Firefighters Local 1909, International Association of Firefighters, AFL-CIO, hereby agree the City may implement a pilot program as described below for the training and provisional employment of applicants for permanent employment as firefighters in the Hayward Fire Department.

This pilot program may commence upon the conclusion of the Fire Academy class now in progress and shall remain in effect until the expiration of the current memorandum of understanding between the parties unless the parties mutually agree at that time to terms and conditions for a continuation of the program during the term of the next memorandum of understanding.

To the extent that implementation of this pilot program requires a waiver by Hayward Firefighters Local 1909 of certain of the terms and conditions provided in the current memorandum of understanding between the parties, such waiver is hereby granted.

#### Description of the Program

The purpose of this pilot program is to evaluate alternative procedures for the selection of applicants to whom offers are to be extended for permanent employment as firefighters in the City of Hayward Fire Department.

The City may establish the new employment classification of Firefighter Trainee. The characteristics of this new employment classification and the conditions of eligibility for appointment to this new employment classification are set forth in the attachment to this agreement. Employees holding appointments to this new employment classification shall not be sworn employees of the City of Hayward Fire Department and shall not be members of Local 1909's bargaining unit or eligible for any benefits provided by Local 1909's memorandum of understanding, provided, however, that employees holding appointments to this new employment classification shall be paid at the rate set forth by the City of \$24.53 per hour for 40 hour personnel. Unless otherwise required by law, employees holding appointments to this new employment classification shall be considered as civilian employees rather than as firefighters or public safety employees for the purpose of qualifying for workers' compensation and/or disability retirement benefits.

If required by law or City policy that a bargaining unit represent this employment classification, this agreement will be terminated and Local 1909 will become that bargaining unit.

Any salary savings resulting from this new employment classification shall be placed into an educational fund to be used by Local 1909 members. The educational fund shall be maintained by the City and a quarterly statement shall be sent to Hayward Firefighters Local 1909. Disbursement of this fund shall be according to Section 13.02 of the current Memorandum of Understanding between the City of Hayward and IAFF Local 1909.



Applicants who are selected to participate in such Fire Academy classes may be granted and hold appointments to the classification of Firefighter Trainee while in attendance and training at the Fire Academy.

Upon successful graduation from the Fire Academy, Firefighter Trainees shall be promoted to the position of Firefighters in the City of Hayward Fire Department.

Firefighter Trainees promoted to the position of Firefighter in the City of Hayward Fire Department shall be credited with the time held in the classification of Firefighter Trainee toward the expiration of their probationary period in the rank of Firefighter and toward eligibility for salary step increases based upon length of service in that rank.

Dated: \_\_\_\_\_

Dated: 11-16-2000 \_\_\_\_\_

  
\_\_\_\_\_  
For the City of Hayward

  
\_\_\_\_\_  
For Hayward Firefighters Local 1909



CITY OF  
**HAYWARD**  
HEART OF THE BAY

**AMENDMENT TO SIDE LETTER OF AGREEMENT  
FIREFIGHTER TRAINEE CLASSIFICATION**

In 1999, the City and Hayward Firefighters Local 1909, executed the attached Letter of Agreement setting forth the terms and conditions of a pilot program for a new classification of Firefighter Trainee. The parties are hereby amending the Letter of Agreement to change the administration of the probationary period for persons hired as Firefighter Trainees, as follows:

"Firefighter Trainees promoted to the position of Firefighter in the City of Hayward Fire Department shall not be credited with the time held in the classification of Firefighter Trainee toward expiration of their probationary period in the rank of Firefighter or toward eligibility for salary step increases based upon length of service in that rank."

Add:

It is expressly understood that this change shall be applicable to all employees hired as Firefighter Trainees on or after execution of this Amendment, but under no circumstances is the change intended to be applicable to persons hired as Firefighter Trainees prior to March 1, 2000.

For the City:

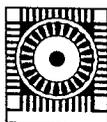
For Local 1909:

Jesus Armas, City Manager

Mark Bennett, President Local 1909

Date: 11-20-00

Date: 11-17-2000



CITY OF  
**HAYWARD**  
HEART OF THE BAY

**SIDE LETTER OF AGREEMENT**

The City of Hayward and the IAFF Local #1909, Hayward Firefighters, hereby agree to convert the unused fund balance in the Trust Fund for Medical Insurance Liability for Fire service retirees, to Union Time Bank hours, pursuant to the language contained in Section 16.14 of the City-#1909 MOU.

The parties agree that the hourly top step base rate for Apparatus Operator in effect as of July 1, 1999, exclusive of any premium or incentive pay, shall be used to determine the number of hours to be allocated to the Union Time Bank. That rate is \$22.5139 per hour. The Fire Retiree Medical Trust Fund balance as of June 30, 1999, after deduction of the sick leave payouts required by Section 16.14, is \$160,957.24.

The total hours to be allocated to the Union Time Bank are therefore, 7149.24.

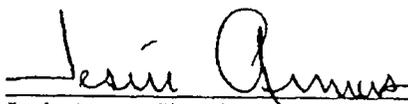
Upon execution of this Letter of Agreement, the parties agree that the Fire Retiree Medical Trust Fund as provided for in Section 16.14 is eliminated and the conditions of Section 16.14 are fully satisfied and concluded. The parties agree that the employee contribution process contained in Section 5.05II of the MOU, Time Bank Assessment, shall be suspended effective the first payroll period following execution of the Side Letter of Agreement; that Section 5.05II of the MOU, Time Bank Assessment, shall be reactivated the first pay period of the year following the year in which the Time Bank reaches a balance of 700 hours.

The parties also agree that the existing Union Time Bank balance of hours upon signing of this Side Letter shall be added to 7149.24 hours. Notification of the resulting balance shall then be forwarded to the Union President and shall serve as the initial report of time available under this arrangement.

Finally, the parties agree that a quarterly accounting of Union Time Bank use and current balance shall be sent to the President of Hayward Firefighters, IAFF Local 1909.

For the City:

For Local 1909:

  
\_\_\_\_\_  
Jesús Armas, City Manager

  
\_\_\_\_\_  
Mark Bennett, President Local 1909

Date: 11-20-00

Date: 11-17-2000



## Hayward Firefighters • Local 1909

22734 Main Street • Hayward, California 94541-5007  
Business Line (510) 774-0090 • Office/Fax (510) 885-1909

### Sideletter Agreement

To assist the City in meeting financial exigencies that the parties expect to be temporary in nature, Hayward Firefighters, Local 1909 of the International Association of Fire Fighters, AFL-CIO, and the City of Hayward agree that for the fiscal year 2004-2005, the minimum staffing provisions of the Memorandum of Understanding between Local 1909 and the City shall be modified as follows: the minimum number of fire company personnel on duty each shift shall be 30 rather than 33 and the minimum number of engine and truck companies in service each shift shall be two truck companies and eight engine companies rather than two truck companies and nine engine companies. All engine and truck companies shall continue to consist of one employee holding permanent appointment to the rank of Captain, one employee holding permanent appointment to the rank of Apparatus Operator, and one employee holding permanent appointment to the rank of Firefighter.

The City and Local 1909 further agree that they are entering into this agreement to temporarily reduce the level of fire protection in the City only because of unique and extreme circumstances that cannot be avoided. This agreement is not intended and should not be interpreted to mean that this reduced level of fire protection is adequate to meet the City's needs. The City and Local 1909 acknowledge and agree that this agreement shall not serve as precedent for any reduction after fiscal year 2004-2005 in the minimum number of fire company personnel on duty each shift and/or in the minimum number of engine and truck companies in service each shift below the levels set forth in the Memorandum of Understanding between Local 1909 and the City, and that neither party may refer to this agreement and/or to the reduction in the level of fire protection permitted by this agreement during negotiations over future Memorandums of Understanding or for any other purpose except for enforcement of the terms of this agreement during the period it is to be in effect.

Dated: June 15, 2004

  
Garrett Contreras, President  
IAFF Local 1909

  
Jesus Armas, City Manager  
City of Hayward



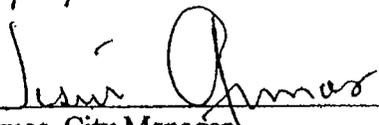
## Hayward Firefighters • Local 1909

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

### SIDELETTER AGREEMENT

Local 1909 and the City of Hayward agree to a one-year trial program of a new procedure for non-emergency overtime. A committee formed by Local 1909 shall oversee the program during this trial period and make such recommendations to the Local 1909 Executive Board for changes to the program as it deems appropriate during this period. The Executive Board of Local 1909 shall make the decision as to whether to request the City to implement those changes. Employees who want to make themselves available to work overtime on a particular shift shall notify the department by calling on the telephone (telestaff), leaving a message over the internet on the department's web site (webstaff), or entering a message on a server at a fire station. A computer program (Telestaff) will be used to determine the number of employees needed, the employees who are available, and the overtime assignments that are to be made. All time off requests, sick leave, and other leave shall also be administered through the Telestaff program. At the end of one year, Local 1909 and the City shall meet and confer and decide upon any amendments that may be made by mutual agreement to the provisions of the Memorandum of Understanding that govern non-emergency overtime. At any time during the trial period, either Local 1909 or the City may terminate the trial program by giving 10 days notice to the other party.

Date: 8/31/2005

  
\_\_\_\_\_  
Jesus Armas, City Manager

  
\_\_\_\_\_  
Garrett Contreras, President, Local 1909



CITY OF  
**HAYWARD**  
HEART OF THE BAY

**SIDE LETTER OF AGREEMENT**

**TEMPORARY SUSPENSIONS OF DRIVING PRIVILEGES BY DMV**

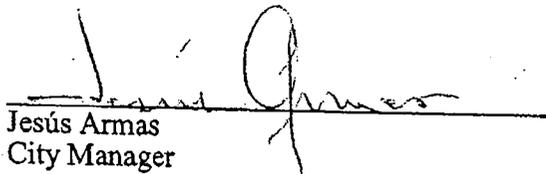
The purpose of this side letter of agreement is to memorialize an agreement between the City of Hayward and Hayward Firefighters, Local 1909 of the International Association of Fire Fighters, AFL-CIO, to modify the terms of section 14.03 of the Memorandum of Understanding currently in effect between the parties in light of changes to the California Driver License Program that became effective on September 20, 2005, and the effect those changes have on the terms and conditions of employment for Hayward Fire Department employees represented by Local 1909.

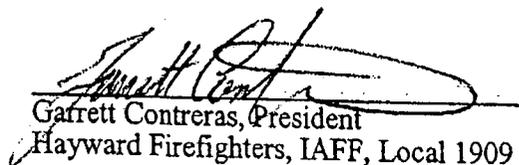
Possession of a valid Class B and/or C driver's licenses shall remain a condition of employment and lack of possession of a valid Class B and/or C driver's licenses shall result in termination of employment without right of appeal except that in the event an employee's driving privileges are suspended by the Department of Motor Vehicles but are eligible for reinstatement within a period of one year or less from the date of suspension, then during the term of the suspension: (a) the employee shall be temporarily reassigned by the Fire Chief to duties for which a driver's license is not required and (b) the employee's pay shall be reduced by one (1) pay step. The employee shall take all steps necessary to ensure that the driving privileges are reinstated at the earliest possible date. In the event the suspension resulted from a conviction or plea of no contest for driving a motor vehicle while under the influence of drugs or with an excessive blood alcohol content, the Fire Chief may prescribe a reasonable period of time for the employee to successfully complete an education or treatment program recommended by a person who meets the DOT qualifications set forth in 49 CFR Part 40 to be a substance abuse professional. The employee must bear any cost of the program above and beyond what the employee's health plan pays. The Fire Chief may terminate the temporary reassignment after the end of that period if the employee has not completed the education or treatment program by that time. Suspension of an employee's driving privileges by the DMV for a period that is to exceed one year for reason such as, but not limited to, a second conviction or plea of no contest for driving a motor while under the influence of drugs or with excessive blood alcohol content, shall result in termination of employment without right of appeal.

These provisions of this side letter of agreement are applicable only where the employee's sole transgression is noncompliance with section 14.03 of the Memorandum of Understanding. All other provisions of the MOU remain in full force and effect.

For The City

For Local 1909

  
Jesús Armas  
City Manager

  
Garrett Contreras, President  
Hayward Firefighters, IAFF, Local 1909

Date: 11/16

Date: 12/1/06





# Hayward Firefighters • Local 1909

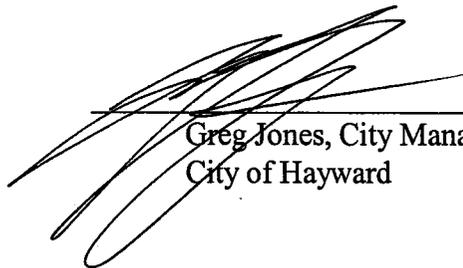
22734 Main Street • Hayward, California 94541-5007  
Business Line: (510) 885-1909 • Office/Fax (510) 885-0385

## SIDELETTER AGREEMENT

Hayward Firefighters, Local 1909 of the International Association of Fire Fighters, AFL-CIO, and the City of Hayward hereby agree by mutual assent of the parties that as of January 1, 2009, the provisions of paragraph B of section 16.10 of the Local 1909 Memorandum of Understanding shall be suspended and the City shall no longer be required after January 1, 2009 to furnish a supply of linen for each employee on suppression duty consisting of two sheets, one pillow slip, one bath towel and one face towel to be issued at the start of every tour of five (5) twenty-four (24) hour shifts, nor shall the City be responsible after January 1, 2009 for the laundering of linen supplies for employees on suppression duty. Instead, and in exchange for such relief from the provisions of paragraph B of section 16.20 of the Local 1909 Memorandum of Understanding, the City shall (1) make a payment of \$70 in January 2009 to each employee on suppression duty as a miscellaneous reimbursement (2) each year thereafter the amount of the uniform allowance payment provided to each employee pursuant to section 1303 of the Memorandum of Understanding shall be \$430 rather than \$360.

Dated: *6 February 2009*

  
\_\_\_\_\_  
Eric Vollmer, President  
IAFF Local 1909

  
\_\_\_\_\_  
Greg Jones, City Manager  
City of Hayward

  
\_\_\_\_\_  
Craig Bueno, Fire Chief  
City of Hayward





# Hayward Firefighters • Local 1909

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

## SIDELETTER AGREEMENT

Hayward Firefighters, Local 1909 of the International Association of Fire Fighters, AFL-CIO, and the City of Hayward hereby agree by mutual assent of the parties that for the period from April 1, 2009, through June 30, 2010 (a period of 15 months),

(1) the holiday pay paid to employees assigned to a 24-hour duty shift pursuant to section 8.02.A of the Local 1909 Memorandum of Understanding shall be in the amount of 1.77% of their regular hourly rate rather than in the amount of 5.77% of their regular hourly rate, and

(2) employees assigned to a 40-hour, 4/10 work shift shall only be allowed to work a maximum of four (4) holidays that they are not otherwise scheduled to work, notwithstanding the provisions of section 8.02.B of the Local 1909 Memorandum of Understanding.

Hayward Firefighters, Local 1909 of the International Association of Fire Fighters, AFL-CIO, and the City of Hayward further agree that the salary adjustment, if any, that would otherwise be in order for the members of the bargaining unit on January 1, 2010, pursuant to section 7.12 of the Memorandum of Understanding and other agreements between Local 1909 and the City amending the rights and obligations of the parties under section 7.12, shall instead be made on July 1, 2010 .

The City and Local 1909 agree that these concessions are designed to mitigate the need for further employee cost reductions during the period covered by this side letter and to avoid potential layoffs or reductions in service levels. The parties agree to meet and confer over any proposed layoffs or service level reductions during the term of this side letter.

Dated: *27 March 2009*

*Eric J. Vollmer*  
Eric Vollmer, President  
IAFF Local 1909

*3/31/09*  
*[Signature]*  
Greg Jones, City Manager  
City of Hayward





# Hayward Firefighters • Local 1909

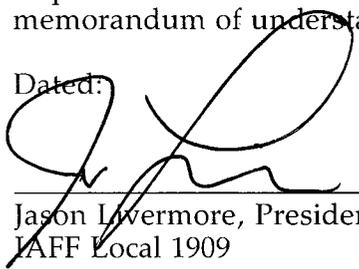
22734 Main Street • Hayward, California 94541-5007  
Business Line: (510) 885-1909 • Office/Fax (510) 885-0385

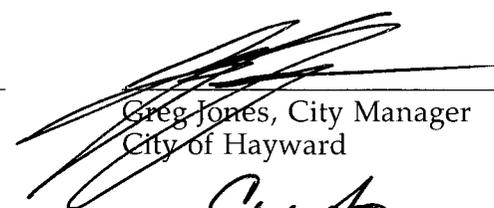
## SIDELETTER AGREEMENT

Hayward Firefighters, Local 1909 of the International Association of Fire Fighters, AFL-CIO, and the City of Hayward, having met and conferred over a proposal to eliminate a Staff Captain position represented by Local 1909, and having also met and conferred over other proposals for changes in work assignments and promotional opportunities for employees represented by Local 1909, hereby agree as follows:

- (1) There have heretofore been four Staff Captain positions represented by Local 1909. One of those positions, Staff Captain (Assistant Fire Marshall) is currently vacant. This vacant position is to be eliminated.
- (2) Another Staff Captain position is to be converted to a Staff Battalion Chief (Fire Training Officer) position. This Staff Battalion Chief (Fire Training Officer) position shall be represented by Local 1909 and shall be filled while the current memorandum of understanding between the City and Local 1909 remains in effect.
- (3) The two remaining Staff Captain positions, Staff Captain (Assistant Fire Marshall) and Staff Captain (Public Education Officer), shall be continued in existence and shall continue to be filled while the current memorandum of understanding between the City and Local 1909 remains in effect.
- (4) Appointments to the positions of Staff Battalion Chief (Fire Training Officer), Staff Captain (Assistant Fire Marshall), and Staff Captain (Public Education Officer) are subject to a requirement of previous service in the Hayward Fire Department and shall be made in accordance with section 15.03 of the current memorandum of understanding between the City and Local 1909.

Dated:

  
\_\_\_\_\_  
Jason Livermore, President  
IAFF Local 1909

  
\_\_\_\_\_  
Greg Jones, City Manager  
City of Hayward

  
\_\_\_\_\_  
Craig Bueno, Fire Chief  
City of Hayward

