



Hayward Firefighters • Local 1909

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2011 ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAYWARD AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL 1909

This is an amendment to the Memorandum of Understanding, currently in effect for the period from January 1, 2008 through December 31, 2015 between the City of Hayward and IAFF Local 1909 for the bargaining unit of non-management employees represented by Local 1909. This amendment shall become effective upon ratification by the membership of Local 1909 and approval by the Hayward City Council.

In recognition that there are projected deficits in the City's overall General Fund budget of twenty million dollars in FY 2012 and twenty seven million dollars in FY 2013, and the City must therefore reduce expenditures and increase revenues to the extent necessary to bring the budget into balance, and to enable the City to provide fire protection services at the levels provided in section 4.05 of the MOU, Local 1909 and the City agree that the City's costs of salaries and benefits for the members of the bargaining unit shall be reduced in FY 2012 and in FY 2013 by way of this agreement and implementation of the following terms and conditions:

(1) The salary adjustment provisions of the MOU shall remain in effect throughout the term of the MOU except as modified in previous agreements between the parties and as further modified by this amendment as follows: The members of the bargaining unit shall not receive - and permanently relinquish their right to - the salary adjustments that were deferred to June 27, 2011 (fiscal year savings equivalent to 8.027%) pursuant to previous amendments to the MOU, and shall not receive - and permanently relinquish their right to - any salary adjustments to which they may be entitled under the MOU and previous amendments to the MOU on January 1, 2012 (fiscal year savings equivalent to 2%). For the calendar year 2013, the dates for completion of the salary survey and implementation of the adjustment shall be modified from January 1, 2013 to July 1, 2013.

(2) During the fiscal years 2012 and 2013, the City and the members of the bargaining unit shall be relieved of their respective obligations under the MOU and previous amendments to the MOU to pay one percent (1%) of employee salaries into an irrevocable trust to fund retiree medical benefits. Furthermore, during the fiscal year 2013, the City shall be relieved of the additional 1% provided for in the previous amendments to the MOU to equal a total relief of 2% in that fiscal year for the City.

(3) As authorized by Government Code Section 20156 (Optional Benefits, Cost Sharing) during the fiscal years 2012 and 2013, the members of the bargaining unit shall pay six percent (6%) of their salaries to the California Public Employees' Retirement System as payment of a portion of the City's employer contributions that the City would otherwise be required to pay to CalPERS for these employees and said contribution shall be credited to each member's account as normal contribution. In addition, the 6.0% contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt).



(4) The City shall amend its participation agreement with CalPERS forthwith to provide the following additional benefits to bargaining unit members: Section 21547.7 (Alternative Death Benefit for Local Fire Members Credited with Twenty or More Years of Service) and Section 20965 (Credit for Unused Sick Leave).

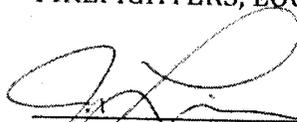
(5) MOU Section 10.07 shall be amended as follows: In lieu of payment for unused sick leave, the employee may receive credit for unused sick leave in accordance with Government Code Section 20965. In the event any unused sick leave is not applied to credit with CalPERS, the balance that is not used for these purposes shall be treated in accordance with the provisions set forth herein.

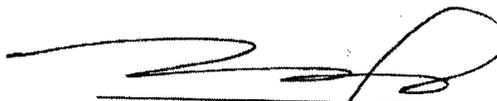
(6) The term of this MOU, which was originally to expire on December 31, 2010, but was extended to December 31, 2015, in a previous amendment to the MOU, shall be extended by this addendum for an additional year, hence this MOU shall now be in effect for the period from January 1, 2008 through December 31, 2016.

Made and entered into on 5-6, 2011.

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1909, AFL-CIO

CITY OF HAYWARD


Jason Livermore, President


Fran David, City Manager