

Side Letter of Agreement #1

Between

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY and THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1974, AFL-CIO;CLC

The Livermore-Pleasanton Fire Department Joint Powers Authority (hereinafter referred to as the "JPA"), a joint powers authority whose members include the City of Livermore and the City of Pleasanton, and the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC (hereinafter referred to as the "Union") are parties to a Memorandum of Understanding ("MOU") effective July 1, 2025 through June 30, 2029.

This Side Letter Agreement ("Agreement") is entered into between the JPA and the Union to establish the agreed upon modifications of existing language. The JPA and the Union are collectively referred to herein as the "Parties."

The specific provisions contained in this Agreement are intended to supersede any previous agreements, where oral or written, regarding matters contained in this Agreement. Further, except as provided herein, all other terms and conditions of employment presently enjoyed by the Union in the existing MOU shall remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

5.7 Salary Step After Change in Classification

When an employee is promoted from a position in one classification to a position in a higher classification, the employee shall receive the minimum rate for the higher classification; provided, however, that such rate is at least five percent (5%) above the employee's current wage rate.

For purposes of calculating the minimum five percent (5%) promotional increase:

1. If the employee will continue to receive Hazardous Materials Team (HMT) or Hazmat Certified Qualified (HMCQ) incentive compensation in the promoted position, the five percent (5%) increase shall be calculated using the employee's base wage.
2. If the employee will no longer receive HMT or HMCQ incentive compensation in the promoted position, the employee's current HMT or HMCQ incentive compensation shall be included when calculating the minimum five percent (5%) promotional increase.

~~When a Hazardous Materials Response Team member is being promoted, the five percent (5%) Haz-Mat pay (see MOU section 31.2) will be considered in calculating the five percent (5%) minimum pay increase. However, the promoted employee will not be eligible for Haz-Mat compensation until 12 months after promotion. (For example, a Fire Engineer at step 8 of the wage scale and on the Hazardous Materials Response Team would be placed at step 10 of the Fire Captain wage scale and would not be eligible for Haz-Mat compensation until 12 months after promotion.)~~

An employee moving from the firefighter paramedic classification to the fire engineer classifications will be placed at step 8 of the fire engineer pay scale.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the classification to which the employee is demoted. The specific rate of pay within the salary range shall be determined by the City Manager, whose decision shall be final; provided, however, that the employee's rate of pay shall not be lower than the salary rate the employee would earn had the employee remained in the lower classification.

Section 31. Hazardous Material Response Team

The Department intends to provide the ability to respond to and mitigate hazardous materials (~~Haz-Mat~~Hazmat) incidents above the first responder level. To accomplish this, the Department will staff each shift with ~~up to a minimum of~~ five (5) Hazardous Materials Specialists working on the hazardous materials response team (HMT).

31.1 Hazardous Materials Staffing and Assignments

- A. The parties have agreed to maintain the "Company" concept of the Haz-Mat HMT team (i.e. Captain, Engineer, Firefighter/Paramedic and Firefighter) to more effectively mitigate hazmat emergencies. The ~~maximum minimum~~ number of Haz-Mat team HMT members per shift is five (5). Four (4) of the team members (~~Haz-Mat Hazmat~~ Captain, Engineer, Firefighter/Paramedic and Firefighter) are assigned to the designated Haz-Mat hazmat station. The fifth team member, will be determined by Department department seniority and eligibility; is not rank specific, and The fifth member may may be assigned to the Haz-Mat station based on organizational need using the bid process whenever possible have a bid assignment at-large, however may be assigned to the hazmat station based on HMT needs.
- B. The four (4) team member positions (~~Haz-Mat Hazmat~~ Captain, Engineer, Firefighter/Paramedic, and Firefighter) at the designated Haz-Mat hazmat Station will only be filled and back-filled by Haz-Mat Team HMT members or individuals holding the appropriate Haz-Mat certification. Hazmat Certified Qualified (HMCQ) members. To achieve this, HMT or HMCQ members will be moved from their assigned station to the designated hazmat station as outlined in the Hazardous Materials General Order.
- C. Procedures regarding staffing, assignments, training, withdrawal and other Haz-Mat specific topics are included in the Department's Haz-Mat program policy. Up to twelve (12) HMCQ members will be staffed each shift to support HMT staffing (E.g. three Captains, three Engineers, three Firefighter-Paramedics, and three Firefighter-EMTs). These members will be moved as needed to fulfill HMT responsibilities at the designated hazmat station and will occur by seniority and rank to be filled. The maximum number of HMCQ members will be thirty-six (36), with no more than twelve (12) members assigned to each shift. No daily minimum staffing of HMCQ members will be maintained. The HMCQ positions are not eligible to be backfilled by employees who qualify for HMCQ, but are not currently on the HMCQ team.
- D. Department's Hazardous Materials Team General Order will outline specifics as it relates to certification, qualification refresher training, training records and accountability, staffing and assignments.

E. The designated hazmat station may only be bid by members with HMT or HMCQ.

F. If the minimum of 5 daily HMT members cannot be achieved due to vacancies with on-duty HMT or HMCQ members, the Fire Chief has the discretion to implement trade revocation or vacation cancellation, or place the hazardous materials response unit out of service to maintain operational response capabilities.

—Members awarded At-Large HMT or HMCQ compensation within their rank and shift will maintain that compensation until promotion or bidding of new shift where no At-Large or HMCQ vacancy exists (ie. Regardless of seniority, an employee will not be eligible for At-Large HMT or HMCQ compensation by bidding a shift where the At-Large HMT or HMCQ positions are filled).

31.2 Compensation

Personnel assigned to the Hazardous Materials Response Team (HMT) will be compensated at five percent (5%) above their respective base rates of pay, subject to MOU Section 5.1.

A. Effective July 1, 2026, HMCQ members meeting annual training requirements will be compensated at one- and one-half percent (1.5%) above their respective base rates of pay, subject to MOU Section 5.1.

Effective July 1, 2027, the HMCQ rate will increase to 2% above the respective base rates of pay, subject to MOU Section 5.1.

Effective July 1, 2028, the HMCQ rate will increase to 2.5% above the respective base rates of pay, subject to MOU Section 5.1.

B. HMCQ members filling day to day vacancies at the designated hazmat station or are fulfilling HMT responsibilities at-large as the fifth team member will be compensated at five percent (5%) above their respective base rates of pay for hours worked as HMT members, subject to MOU Section 5.1.

C. Hazmat training hours completed outside of normal duty day will be compensated at their respective eight-hour rate (8 HR) compensation.

31.3 Withdrawal Process

~~A Haz-Mat team member as defined in Section 31.1 shall~~ A HMT or HMCQ member may be permitted to withdraw ~~from the Haz-Mathazmat program following one (1) year~~ three (3) years of Haz-Mathazmat service and with the approval of the Fire Chief. ~~Withdrawal from the Haz-Mat program is governed by the Department's Haz-Mat program policy.~~

31.4 ~~HazMat Program Improvement~~

~~The parties agree that the Department is currently not in compliance with section 31.1. The parties further agree to form a joint work group to explore solutions to improve Haz-Mat program staffing.~~

~~The parties agree to initiate meet and confer over revisions to this section of the MOU no later than June 30, 2026.~~

~~During the first year of the MOU only, the number of on duty Haz-Mat team members required per shift is five (5) and all members will be compensated at 5% above base rates of pay when assigned to Station 2. When the Haz-Mat certified employees available are not able to serve at Station 2 because there are multiple members of the same rank or higher on duty, then up to five Haz-Mat Certified (HMC) employees on shift will be able to receive 5% based on seniority. Any additional HMC team members who perform in the Haz-Mat capacity will continue to be paid for work performed on an hourly basis at 5%. The Union agrees that no grievance will be made regarding HazMat staffing when five (5) members are not available after the full staffing policy algorithm is exhausted.~~

~~The parties agree to prioritize hazmat technician/specialist training with a concentration on Firefighter EMT and Paramedics. Subject to Fire Chief approval, attendance of Haz-Mat related training will be fully supported with tuition, backfill, eight-hour rate compensation, and mandate protection.~~

~~Section 31.4 provision will automatically terminate as of June 30, 2026.~~

31.4 Training

~~A. Annual training outlined in Hazardous Materials General Order 101.03 must be met to obtain and maintain HMT or HMCQ incentive. Should the member fail to meet these training requirements HMT or HMCQ status and incentive pay will be removed.~~

~~B. Based on department need, the Hazardous Materials Team Manager will make recommendations to the Fire Chief for approval for members to attend hazmat technician-specialist certification training.~~

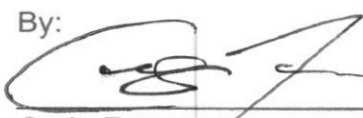
~~C. Hazmat technician-specialist certification will be fully supported with tuition, backfill, eight-hour rate (8HR) compensation, and mandate protection.~~

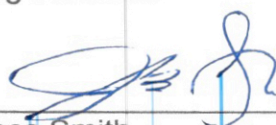
31.5 Daily Hazmat Staffing

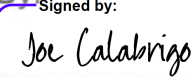
~~Hazmat staffing will adhere to MOU Section 30.4, and Appendix C to this MOU.~~

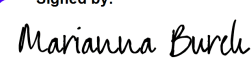
LOCAL 1974, IAFF

Livermore-Pleasanton Fire Department Joint Powers Authority

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