

**SIDE LETTER OF AGREEMENT
MODIFYING THE 2023-2026 MEMORANDUM OF
UNDERSTANDING BETWEEN SAN MATEO COUNTY
FIREFIGHTERS IAFF LOCAL 2400, DISTRICT 10, AND THE
MENLO PARK FIRE PROTECTION DISTRICT**

This Side Letter of Agreement (“Side Letter”) is entered into by and between the Menlo Park Fire Protection District (“District”) and the San Mateo County Firefighters IAFF Local 2400, District 10 (“IAFF”).

RECITALS

WHEREAS, District and IAFF entered into a Memorandum of Understanding effective June 24, 2023, through June 30, 2026 (“MOU”); and

WHEREAS, the District and IAFF desire to modify certain terms and conditions of the MOU as set forth in this Side Letter. The District and IAFF agree to the following:

TERMS

The proposed side letter is meant to clarify language regarding acting pay for IAFF to ensure compliance with CalPERS.

2.4. ACTING PAYS Employees must work 100% in the upgraded classification in order to qualify as reportable Temporary Upgrade Pay. Temporary Upgrade Pay is not reportable for any PEPRAs members.

2.4.1. ACTING CAPTAIN Qualified Firefighter Engineers may serve as Acting Captains. They shall be paid \$5.00/hour for all hours assigned to serve as an Acting Captain in addition to their regular hourly rate. Acting Captain pay shall be applicable to all reporting requirements by law including CalPERS. Only Firefighter Engineers that have completed the Acting Captain task book and successfully passed the Acting Captain’s test are eligible to serve as an Acting Captain. The Acting task book and test shall be made available to all employees within the Fire Engineer class to ensure equal access to eligibility criteria. Eligibility for Acting positions shall not be subject to arbitrary exclusions or management discretion.

2.4.2. ACTING BATTALION CHIEF Qualified Fire Captains may serve as Acting Battalion Chiefs when needed. They shall be paid \$7.00/hour for all hours assigned to serve as an Acting Battalion Chief in addition to their regular hourly rate. Acting Battalion Chief Pay shall be

applicable to all reporting requirements by law including CalPERS. Only Fire Captains that have completed the Acting Battalion Chief task book and have passed the Acting Battalion Chief test are eligible to serve as an Acting Battalion Chief. The Acting task book and test shall be made available to all employees within the Fire Captain class to ensure equal access to eligibility criteria. Eligibility for Acting positions shall not be subject to arbitrary exclusions or management discretion. Interim Acting Battalion Chiefs shall be paid at the existing Battalion Chief salary.

2.4.3. ACTING ADJUTANT Qualified Firefighter Engineers or Firefighters may serve as Acting Adjutants when needed. They shall be paid \$3.00/hour for all hours assigned to serve as an Acting Adjutant in addition to their regular hourly rate. Acting Adjutant Pay shall be applicable to all reporting requirements by law including CalPERS. All employees within the Firefighter and Fire Engineer class have equal access to become qualified. Eligibility for Acting positions shall not be subject to arbitrary exclusions or management discretion.

2.4.4. ACTING FIRE MARSHAL The Assistant Fire Marshal, Deputy Fire Marshal, and Fire Inspector Investigator II's may serve as the Acting Fire Marshal when needed. They shall be paid \$8.00 per hour in addition to their regular hourly rate for performing Acting Fire Marshal duties. Acting Fire Marshal pay shall be applicable to all reporting requirements by law including CalPERS.

1. All changes in this Side Letter will be incorporated into the successor District-IAFF MOU.
2. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein.
3. Assuming signatures of all parties below, and following Board approval, this Side Letter of Agreement will modify the 2023-2026 Memorandum of Understanding between San Mateo County Firefighters IAFF Local 2400, District 10, and the Menlo Park Fire Protection District.

Dated: _____

Mark Lorenzen
Fire Chief
MPFPD

Dated: _____

Francine Hunt
Administrative Services Director
MPFPD

Dated: _____

Rafael Ruano
Representative for IAFF, District 10
Goyette, Ruano & Thompson

Dated: _____

Jason Puccinelli
District Vice President, IAFF District 10

Dated: _____

Andrew Martinez
President, IAFF Local 2400