

# **MENLO PARK FIRE PROTECTION DISTRICT**

## **SIDE LETTER OF AGREEMENT MODIFYING THE 2023-2025 MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL 829, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME, AND THE MENLO PARK FIRE PROTECTION DISTRICT**

### **1. PARTIES AND DATE.**

This Side Letter of Agreement (“Side Letter”) is entered into this <DATE>, by and between the Menlo Park Fire Protection District, a California special district located at 170 Middlefield Road, Menlo Park, California 94025 (“District”), and Local 829, American Federation of State, County, and Municipal Employees, a recognized bargaining group (“AFSCME”). District and AFSCME are sometimes individually referred to as “Party” and collectively as “Parties” in this Side Letter.

### **2. RECITALS.**

2.1 District and AFSCME entered into a Memorandum of Understanding effective January 1, 2023, through December 31, 2025 (“MOU”).

2.2 Pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) this MOU has been jointly prepared by both Parties.

2.3 After meeting and conferring in good faith, the District and AFSCME desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

2.4 Following Board approval, this Side Letter shall become effective August 20, 2024.

### **3. TERMS.**

3.1 The District will provide full-time employees in the classifications of Mechanic and Fleet Supervisor with a tool allowance of \$200 per month for the purchase and maintenance of personal tools used to conduct District business. Tools purchased and maintained must be of a type that is used within the scope of position job requirements. Part-time employees will receive a pro-rated tool allowance.

All tools purchased by an employee are the employee’s property.

Tool allowance payments are not included when calculating an employee’s regular rate of pay for purposes of overtime and are not reported as compensation for purposes of pension benefits.

3.2 Via this Side Letter, the following paragraphs will be deleted from section 13.2 Tool Allowance:

Effective July 1, 2023, a tool allowance will no longer be provided and instead the District will provide all necessary and proper tools for the Mechanic and Fleet Supervisor to perform their job duties. Management will work collaboratively with the affected employees prior to July 2023 to ensure the District has all necessary and proper tools and to develop use and purchasing protocols. As part of those discussions, the parties may discuss a potential reimbursement program should employees be required to purchase any of their own tools, notwithstanding this transition.

Any tools purchased by the District will be District property. All tools purchased by an employee prior to Board approval of this 2023-25 MOU are the employee's property.

If the District is not fully ready for the transition described in this section by July 2023, the Mechanic and Fleet Supervisor will continue to receive the \$200/month tool allowance until such transition is fully completed.

3.3 All changes included herein will be incorporated in the successor AFSCME MOU.

3.4 Entire Agreement; Continuing Effect of MOU. 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. In addition, except as amended by this Side Letter, all wages, hours, and other terms and conditions of employment presently enjoyed by the affected employees and contained in the MOU, as amended by duly approved previous side letters, shall remain unchanged and in full force and effect.

3.5 Expiration of Side Letter. This Side Letter shall expire and become null and void upon expiration of the MOU, at which time the terms and conditions of this Side Letter will be extended into a successor agreement.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Side Letter. The Parties agree that the execution of this Side Letter may not be challenged by AFSCME or any employee it is recognized to represent through the District's grievance procedure or in any other forum unless the challenge is based upon a factual allegation that the Side Letter was the product of fraud, intentional misrepresentation or unlawful coercion on the part of District representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be

executed on the date first hereinabove written.

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

\_\_\_\_\_  
Mark Lorenzen  
Fire Chief

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

\_\_\_\_\_  
Francine Hunt  
Administrative Services Director

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

\_\_\_\_\_  
Kristin MacDonald  
Human Resources Manager  
MPFPD

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

\_\_\_\_\_  
Ryan Shannon  
President, AFSCME Local 829  
Union Representative, AFSCME Council 57

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

\_\_\_\_\_  
Rudy Torres, Shop Steward  
Fleet Supervisor