

## **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 18<sup>th</sup> day of July 2023, 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 July 18, 2023.

#### **3. TERMS.**

3.1 The Senior Management Analyst position will no longer be represented by AFSCME and will furthermore be classified as an unrepresented position under the District’s Management and Confidential Unrepresented Personnel Compensation Plan.

Via this Side Letter, the Senior Management Analyst will be deleted from Exhibit A Salary Schedule and Exhibit B Specialty Pays and Allowances.

3.2 The Public Education Officer position, which is currently vacant, shall be deleted and all references to the Public Education Officer classification/position will be removed.

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

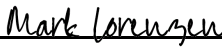
3.4 Entire Agreement; Continuing Effect of MOU. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, 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: 7/5/2023

DocuSigned by:  
  
Mark Lorenzen  
Fire Chief

Dated: 7/5/2023

DocuSigned by:  
  
Francine Hunt  
Administrative Services Director

Dated: 7/6/2023

DocuSigned by:  
  
Ryan Shannon  
Union Representative  
AFSCME District Council 57