

**SIDE LETTER AGREEMENT  
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 January 1, 2022 through June 30, 2025. This Side Letter Agreement ("Agreement") is entered into between the JPA and the Union to establish the agreed upon temporary provision of Temporary Assignment pay for 40-hour staff serving as the fire academy coordinator for the specific duration beginning December 17, 2024, through August 31, 2025. 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.

The Parties mutually agree to add a temporary provision of Temporary Assignment – to read as follows:

**40-Hour Staff Temporary Assignment Pay**

The Fire Chief may assign a fire suppression employee to serve as fire academy coordinator for the 2025 LPFD Fire Academy. The assignment will be for the duration of the academy's preparation, beginning in December 2024 and ending no later than August 31, 2025.

Suppression personnel assigned to a 40-hour Staff Temporary Assignment position of any rank shall be compensated ten percent (10%) above their base compensation pay. The following incentive pay will be retained for employees currently receiving the incentive pay in their current classification in addition to the temporary assignment pay:

- Paramedic Pay
- Education Incentive Pay
- Paramedic of Rank
- Bilingual Pay
- Haz-Mat Pay (At-Large only)

Any authorized time worked in excess of the employee's regular 40-hour workweek shall be considered overtime. Overtime compensation shall be compensable at the rate of one and one-half (1.5) times the employee's eight-hour rate of pay plus ten percent (10%).

Suppression personnel assigned to a 40-hour Staff Assignment position are available for shift fill overtime and will be compensated at one and one-half (1.5) times the employee's 24-hour rate of pay. Rules are as follows:

1. Shift overtime cannot conflict with the 40-hour schedule.
2. Highest Rank Factor plus 1000 hours; resets every January
3. May obtain overtime through current staffing policy
4. Mandate exemption until after the 120-hour rule break and before Trade-Off Protection
5. Personnel must be available for all hours of the shift available.
6. All overtime worked will be added to the employee's factor when they return to their regular assigned position.

**LOCAL 1974, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
Battalion Chief's Unit,  
AFL-CIO-CLC**

Signed by:  
By James Smith  
James Smith

Signed by:  
By Craig Berchtold  
Craig Berchtold

Signed by:  
By Craig Freeman  
Craig Freeman

**LIVERMORE-PLEASANTON FIRE  
DEPARTMENT JOINT POWERS  
AUTHORITY**

Signed by:  
By Gerry Beaudin  
Gerry Beaudin

Signed by:  
By Marianna Marysheva  
Marianna Marysheva