



EXHIBIT E

SIDE LETTER AGREEMENT BETWEEN THE CITY OF PETALUMA AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), UNIT 7

The representatives of the City of Petaluma and the International Association of Fire Fighters (IAFF), Unit 7, have met and reached agreement on this Side Letter of Agreement (SLA) for the purpose amending the existing language in Sections:

- 6.3 – Temporary Reassignment
- 9.10 – Fire Investigations – Standby Pay

This SLA shall be effective the first pay period following full execution and remain in effect until a successor Memorandum of Understanding (MOU) between the City of Petaluma and the IAFF, Unit 7 is negotiated, when it will be the intent of the parties to incorporate this SLA language in to the successor MOU. The terms of this SLA in reference to Sections 6.3 and 9.10 are as follows:

SECTION 6 – HOURS AND OVERTIME

6.3 – Temporary Reassignment

- (A) Classifications listed in section 6.1 (A) above, may be temporarily reassigned for up to six (6) months to a forty (40) hour work week depending on the needs of the service, if mutually agreed upon between the employee and the Fire Administration.
- (B) When an additional position is allocated for a special assignment, such as a training captain, that position may be assigned to a forty (40) hour work week for more the six (6) months and will receive a pay incentive of 5.5% while filling the special assignment.


SECTION 9 - SALARIES

9.10 – Fire Investigations – Standby Pay

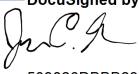
- (A) Management may assign any qualified employee to standby duty when not on regular or overtime pay. Standby duty is defined as being available for duty when not being otherwise compensated, such as during meal breaks or when not at work and when the employee is required to respond to a fire department incident (primarily fire investigation). Standby duty is not considered to be the employee's own free time even if standby duty occurs during when meal breaks or break time is taken.
- (B) Standby duty shall be defined as that circumstance requiring the employee to:
 - (1) Remain within a reasonable response time area (not greater than an approximate forty-five (45) minute travel time).
 - (2) Refrain from activities that might impair his or her performance of assigned duties upon call.

- (3) Be available at all hours by telephone or other communication devices (pager).
- (4) Respond promptly upon receiving a call-out (standby duty) assignment.
- (C) Management shall provide advance written notice as soon as practicable, prior to assigning the standby duty assignment.
- (D) Qualified employees assigned to standby duty shall be compensated at a rate of three dollars and twenty-five cents (\$3.25) per hour.
- (E) Distribution of the standby assignment will be equally divided (as practical) between qualified employees.
- (F) No employee shall be paid for standby duty time and other compensable duty time simultaneously. Time actually worked while on standby duty will be compensated at the employee's hourly rate of pay times one and one-half (1.5).
- (G) Paid Holiday time is not "duty time" for purposes of this section.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

DocuSigned by:

2/23/2023

Mac Thompson, President, IAFF Local 1415 Date

DocuSigned by:

2/23/2023

Jim Gloeckner, Vice President, IAFF Local 1415 Date

CITY OF PETALUMA

DocuSigned by:

2/23/2023

Peggy Flynn, City Manager Date

DocuSigned by:

2/23/2023

Charla Freckmann, Director of Human Resources Date