

Side Letter Agreement

SAN BERNARDINO COUNTY PROFESSIONAL FIREFIGHTERS IAFF, LOCAL 935

The San Bernardino County Fire Protection District (“Fire District”) and the San Bernardino County Professional Firefighters, IAFF, Local 935 (“Local 935”), herein referred to collectively as the “Parties” have met and conferred and reached an agreement on modification to the February 8, 2025 through February 28, 2030 Memorandum of Understanding (“MOU”) between the Fire District and Local 935.

Effective the first day of the pay period following the Board of Directors approval, unless a different effective date is specified in the Side Letter Agreement, the Parties agree to modify the MOU as set forth herein.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. Subject to the special provisions below, a promoted employee shall receive at least the entrance rate of the new range, or mathematically closest to a five percent (5%) salary increase, whichever is greater, provided that no employee is thereby advanced above the top step of the higher base salary range. An employee that has six (6) or fewer pay periods until a step advancement is due at the time of promotion, shall have the next step rate used to determine their new pay rate at the time of promotion. At the discretion of the Fire Chief, and with the approval of the Director of Human Resources, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period, unless an exception is approved by the Director of Human Resources. A promoted employee shall be required to serve a new probationary period of twenty-six (26) pay periods prior to attaining regular status. Advancement to the next appropriate step shall be made pursuant to the Salary Rates and Step Advancements article.

Any exceptions shall be pursuant to the provisions of the Personnel Rules for Board-Governed Special Districts.

Special Provisions:

- (a) A Firefighter EMT promoting to Engineer shall be promoted in the same manner above; provided, however, that their promotion shall be calculated based on the rate of the corresponding step of the Firefighter Paramedic salary range. For example, in December 2015, an employee on the Firefighter EMT salary range is on Step 10 at a rate of \$21.73 per hour and promotes to Engineer. The employee’s promotion would be calculated based on Step 10 of the Firefighter Paramedic range, which is a rate of \$24.01 per hour. Therefore, the employee would be promoted to Step 7 at a rate of \$25.39 per hour on the Engineer range.

- (1) Special Provision (a) shall not apply for any Firefighter EMT promoted after February 8, 2025.
- (b) In lieu of the PROMOTION process above, a Firefighter EMT or Firefighter Paramedic Trainee who is promoted to Firefighter Paramedic shall be placed at the same step of the Firefighter Paramedic salary range. A promoted employee shall be required to serve a probationary period of twenty-six (26) pay periods prior to attaining regular status. Advancement to the next appropriate step shall be made pursuant to the Salary Rates and Step Advancements Article. For example, a Firefighter Paramedic Trainee on Step 6 at the time of promotion shall be placed on Step 6 of the Firefighter Paramedic salary range.
- (1) Effective February 8, 2025, in lieu of Special Provision (b), a Firefighter EMT, or Firefighter Paramedic Trainee, who promotes to Firefighter Paramedic will be placed on the same salary step as a Firefighter Paramedic who graduated from the same fire academy cohort (e.g., Tower 16), excluding any employee placed on an advanced step.
- (2) Effective February 8, 2025, a Firefighter EMT, or Firefighter Paramedic Trainee, who promoted to Firefighter Paramedic on or after February 8, 2025, under Special Provision (b), shall be placed on the same step as other Firefighter Paramedics who graduated from the same fire academy cohort (e.g., Tower 16), excluding any employee placed on an advanced step. Such affected employees shall be eligible for step advancement at the beginning of the following pay period after completing increments of thirteen (13) pay periods in a paid status as a Firefighter Paramedic (inclusive of time served on a higher salary step).
- (c) Effective January 9, 2027, an Engineer EMT who promotes to Engineer Paramedic will be placed on the same corresponding salary step of the higher salary range. For example, an Engineer EMT on Step 3 of the salary range will be placed on Step 3 of the Engineer Paramedic salary range.
- (d) An Engineer who promotes to Captain shall be promoted in the same manner as set forth under the PROMOTION process, however, their promotion shall be calculated based on their base pay and any Paramedic Pay Stipend received at the time of promotion.
- (1) Special Provision (d) shall sunset effective January 9, 2027.

The remainder of the MOU between the Parties shall not be affected hereby and shall remain in full force and effect.

Date Agreed: _____

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Leonardo Gonzalez
Human Resources Director

Signed by:
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James Grigoli
President