

**SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF PALO ALTO
AND
LOCAL 1319, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

The City of Palo Alto and Local 1319 have met and conferred in good faith and hereby agree to modify their existing Memorandum of Agreement (MOA) to add the non-sworn classification of Emergency Medical Technician (EMT) and Paramedic to the bargaining unit represented by IAFF Local 1319.

The parties further agree that, during the term of this MOA, they will meet at the request of either party to discuss or address any unintended consequences resulting from the inclusion of the Non-Sworn EMT and Non-Sworn Paramedic classifications, including but not limited to impacts on operations, work and vacation schedules, staffing, or other effects on sworn positions within the bargaining unit. If City Council takes action to increase the size of the Single Role program, one impact the parties may discuss is whether a standalone agreement outlining separate wages, hours, and working conditions is appropriate.

Through mutual agreement, the City of Palo Alto (City) and Local 1319, International Association of Fire Fighters (IAFF) (collectively known as “the parties”) hereby agree to amend the following articles of the Memorandum of Agreement (MOA) between the parties to include the Non-Sworn classifications of Emergency Medical Technician (EMT) and Paramedic as recognized positions within IAFF Local 1319:

Article I - Recognition

Section 1. Recognition. The City recognizes the Union as the exclusive representative of an employee group consisting solely of the classifications of Fire Apparatus Operator, Fire Fighter, Fire Captain, Fire Captain (forty-hour assignment), Fire Inspector Sworn and Non-Sworn, ~~and~~ Hazmat Inspector and Non-Sworn Emergency Medical Technician and Non-Sworn Paramedic, who are regularly employed by the City and others as amended into the representation unit from time to time under existing law and the Merit System Rules and Regulations.

Article VI – Probationary Period

Section 1. Tentative and Subject to Probationary Period. All original appointments to regular or part-time municipal service positions shall be tentative and subject to a probationary period. With the exception of the Inspectors and Non-Sworn EMT and Paramedic classifications, this probationary period shall include the fire training academies and an additional fourteen (14) to sixteen (16) months after completion of the academies (including inhouse academy), excluding time off for extended leaves of absence. The probationary period will end at the sooner of 16 months or the completion of all probationary testing, inclusive of driver II certification.

All original appointments to Fire Inspector (Sworn or Non-Sworn), Non-Sworn EMT and Non-Sworn Paramedic classifications shall serve a twelve (12) month probationary period, commencing with the first day of employment in the classification. Promotion from a non-sworn to a sworn position will be subject to the applicable Probationary Period as an original appointment.

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ARTICLE VII - SALARY PROVISIONS

Section 1. Base Wage Rates.

The top step base wage for the Non-Sworn EMT and Non-Sworn Paramedic classification will be as follows and have a 5-step series with approximately 5% between each step.

Non-Sworn EMT: Top Step: \$37.32

Non-Sworn Paramedic: Top Step: \$43.90

During the term of the MOA, these classifications will only be eligible to receive the salary increases scheduled for the first full pay period following July 1, 2027 (3.75%).

Total Compensation and Survey Database

Management and the Union have agreed to a compensation survey database structure. Survey Cities include: Alameda, Berkeley, Fremont, Hayward, Menlo Park Fire District, Milpitas, Mountain View, Redwood City, Pleasanton, San Jose, San Mateo, San Ramon Fire District, Santa Clara, Santa Clara County and South San Francisco. Compensation Criteria includes: top step salary, maximum longevity, maximum education, uniform allowance, EMT differential, Hazmat differential, deferred compensation, employee pick up of employer pension costs (Negative EPMC), and maximum City paid benefits (medical, dental, vision, life insurance, LTD, and EAP). The database is intended to provide one source of information concerning how the compensation paid to employees in bargaining unit job classifications compares to that paid by other employees.

With the addition of the Non-Sworn EMT and Paramedic classifications, the parties acknowledge that the above agreed upon survey database may have limited applicability to the new established classifications. Neither Management nor IAFF is obligated to conduct a separate compensation survey unless mutually agreed. The consideration of compensation comparability for these classifications may be addressed in future negotiations for a successor agreement.

Section 3. Salary Steps

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Employees in the ~~Fire Inspector~~ (Non-Sworn) classifications shall be entitled to a merit increase in the pay range upon successful completion of twelve (12) months of service, so long as they receive a satisfactory performance evaluation. The date of such increase shall be the first full day of the pay period in which the time requirements have been met. ~~following the evaluation date.~~

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ARTICLE VIII - PAY DIFFERENTIALS

Non-Sworn EMT and Non-Sworn Paramedic classifications will only be eligible to receive Section 3. Bilingual Pay.

Article IX – HOLIDAYS

Section 2. Conditions

- a. Personnel assigned to a 40-hour work schedule, and Non-Sworn EMT and Non-Sworn Paramedic classifications will receive paid holiday in accordance with Sections 517 and 518 of the Merit System Rules and Regulations.
- b. Non-Sworn EMT and Non-Sworn Paramedics required to work on a fixed holiday shall be paid time and one-half for such work in addition to their regular holiday pay.

Article X –OVERTIME COMPENSATION

Section 2. Work Period and Scheduling for Non-Sworn EMT and Non-Sworn Paramedic.

Employees shall be assigned to one of two rotating shifts, each consisting of twelve-(12) hour shifts.

Employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and applicable state law. Additional overtime procedures and operational guidelines including the regular work week, shift scheduling shall be addressed in department policy.

Article XX – Retirement Benefits

Section 2

Miscellaneous Employee Share:

Employees in Miscellaneous Pension Group A shall pay the full eight percent (8%) employee contribution. Employees in Miscellaneous Pension Group B shall pay the full seven percent (7%) employee contribution. Employees in Miscellaneous Pension Group C shall pay the employee contribution required by the Public Employees Pension Reform Act, calculated at fifty percent (50%) of the normal cost.

Section 3.

Miscellaneous Employer Share:

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Miscellaneous employees in Groups A-C shall pay an additional two (2) percent of the employer share toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

Article XXII - VACATION ACCRUAL

Section 1. Accrual Rate. All eligible fire suppression persons shall accrue vacation at the following rate for continuous service performed in a pay status. Non-shift representation unit employees and Non-Sworn EMTs and Non-Sworn Paramedics, shall accrue the 40-hour equivalent--one shift equals sixteen hours.

ARTICLE XXIV – USE OF VACATION

For Non-Sworn EMT and Non-Sworn Paramedics, the rule of vacation scheduling and approvals (Section 1. and Section 2) shall be determined by the Fire Department's Internal Policies.

ARTICLE XXVII – WORKERS' COMPENSATION

Section 1. ...

Additional information on Workers' Compensation Benefits can be found in the City's Policy and Procedure 3-03

Section 2. Industrial Temporary Disability For Non-Sworn Employees

a) While temporarily disabled, non-sworn employees shall be entitled to use accrued sick leave for the first three (3) days following the date of injury and thereafter shall be paid full base salary for a period of not to exceed fifty-seven (57) calendar days, unless hospitalized, in which case employees shall be paid full base salary for a period not to exceed sixty (60) days from date of injury.

b) For any temporary disability continuing beyond the time limits set forth in (a) above, employees shall be paid two-thirds (66 2/3%) of their full base salary at the time of injury for the duration of such temporary disability in conformance with the State law.

c) During the period of temporary disability, an employee's eligibility for health, dental, life, LTD, or other insured program will continue with City contributions at the same rate as for active employees. In case of Subsection (a) above, the employee will continue to accrue vacation and sick leave benefits. In the case of Subsection (b), sick leave and vacation benefits shall not be accrued.

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For the Association

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Joseph Penko 6/23/2026
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Captain Joe Penko, President Date

For the City

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Tori Post 6/29/2026
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Tori Post, Manager Employee & Labor Relations Date

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Stephen Lindsey 6/24/2026
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Chief Stephen Lindsey Date

Signed by:
Sandra Blanch 6/24/2026
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Sandra Blanch, HR Director Date

DocuSigned by:
Jennifer Fine 7/2/2026
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Jennifer Fine, Deputy City Attorney Date

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Ed Shikada 7/2/2026
F2DCA19CCC8D4F9
Ed Shikada, City Manager Date