

**SIDE LETTER OF AGREEMENT
MODIFYING THE 2023-2026 MEMORANDUM OF
UNDERSTANDING BETWEEN SAN MATEO COUNTY
FIREFIGHTERS IAFF LOCAL 2400, DISTRICT 10, AND THE
MENLO PARK FIRE PROTECTION DISTRICT**

This Side Letter of Agreement (“Side Letter”) is entered into by and between the Menlo Park Fire Protection District (“District”) and the San Mateo County Firefighters IAFF Local 2400, District 10 (“IAFF”).

RECITALS

WHEREAS, District and IAFF entered into a Memorandum of Understanding effective June 24, 2023, through June 30, 2026 (“MOU”); and

WHEREAS, the District and IAFF desire to modify certain terms and conditions of the MOU as set forth in this Side Letter. The District and IAFF agree to the following:

TERMS

The modification of the Paramedic Training Program (“Program”) within the Menlo Park Fire Protection District is beneficial and in the best interest of both IAFF and the District. To facilitate a smooth start to the Program, the following initial terms and conditions will guide the Program:

1. MOU Section 8.8.9, “Paramedic Training Program,” shall be replaced in its entirety with the following:

Firefighter/EMT & Engineer/EMT are the only eligible participants for the Paramedic Training Programs. Once accepted into the program, eligible employees must select to participate in one of the following programs:

Option 1 – Original Program

The District will cover all backfill, books, tuition, mileage and associated fees.

Training Allowance: The parties agree that participation in this training program is voluntary and provides participants with off-duty training in a new skill for their benefit in potentially becoming a Firefighter Paramedic. The District shall pay an allowance of \$10000 versus MOU overtime for those employees accepted into the

Paramedic Training Program while attending off-duty training. The Training allowance will be paid at the following intervals:

- \$2500 – Acceptance into the Paramedic Training Program
- \$2500 – Successful completion of didactic training
- \$2500 – Successful completion of clinical training
- \$2500 – Successful completion of paramedic licensing and San Mateo County Accreditation

This specialty pay in lieu of overtime pay shall be paid out in the next pay period following proof of completion of the associated section of paramedic training.

Any employee who voluntarily withdraws from the paramedic training program shall refund the District the most recent payment of \$2500 within 60 days.

Employees who are removed from the paramedic training for violation of District or program rules may also be subject to disciplinary action.

The District may sponsor up to three employees at any given time for the Paramedic Training Program unless there is no interest by personnel or the maximum number of medics as established by section 8.8.1 has been met.

Employees shall not be eligible for the Educational Reimbursement Program while participating in the Paramedic Training Program.

Option 2 – Pilot Program

- a. Implementation – The pilot program will begin as soon as is feasible after final approvals have been received from the District Board of Directors. Continuation of the Pilot Program will be at the discretion of the District Board of Directors.
- b. Expenses – The District will cover all backfill, tuition, and books for the approved paramedic program.
- c. Approved Programs – The following table includes approved institutions that employees may attend if accepted into the Program. All programs must be completed within 12 months or less, however the Fire Chief has the discretion to approve an extension to successfully complete the internship portion of the Program. If an employee would like to enroll in a program that is not listed in the table, employees can submit their request in writing to the EMS Manager and Fire Chief for review and approval. The request should include the name of the institution, location, course length, start date, schedule and cost.

Paramedic Program Institution	Location	Start Date	Didactic Weekly Schedule:
<u>Sacramento State</u>	Sacramento	Jan/July	3 days
<u>American River College</u>	Sacramento	Spring	2 days
<u>South Bay Public Safety</u>	Monterey	January	3 days
<u>NCTI</u>	Livermore/ Roseville	various	2 days

- d. Participation and Eligibility –Participation will be limited to the ranks of EMT Firefighter and EMT Engineer. Employees must be off probation and be in good standing. Personnel participating in the Program must maintain their State of California EMT License as well as any other certifications required by the District for the entire duration of their participation. The District will support a maximum of three employees in the Program at one time.

- e. Application Process – Interested employees must submit a letter of interest.

- f. Selection Criteria and Preference Points
 - 1. Three or fewer applicants: All applicants will be offered program placement.
 - 2. More than three applicants: The selection criteria will consist of the following:
 - Written exam (weighted 75%) – Applicants must receive a passing score of 70% to move on to the interview.
 - Interview (weighted 25%) – The interview panel will consist of a Battalion Chief, Captain, and EMS Manager, with a Human Resources proctor.
 - Preference Points – Applicants who successfully pass both phases of the exam process are eligible for preference points based on their years of service. 1/2 point will be added to the applicant’s final score for each full year of service completed.

- g. Work Schedule – Employees participating in the program will receive their same base (non-overtime) pay pursuant to Paragraph i. Time spent participating in the Program (this includes attending class, studying, taking exams, internship hours, etc.), is not separately considered compensable working time. During the academic year, employees are eligible for shifts only when they do not conflict with the Program requirements (e.g. classes, exams); any shifts during the academic year will be considered overtime, subject to the applicable MOU, unless they are during an academic break.

- h. Breaks in Academic Year – Employees will be required to return to shift work during any break from school. A school break is defined as five or more consecutive days off within a business week (Monday through Friday). Required program internships during breaks will not necessitate returning to shift work. If an employee chooses not to return to shift work during a school break, they will be required to use leave time to be paid.
- i. Pay – Employees participating in the program will receive their same base (non-overtime) pay, EMT pay, FLSA pay, and uniform allowance, in addition to the following specialty pays, if applicable, residency stipend, and bi-lingual pay during the academic year. Employees will not receive adjutant pay, or holiday pay but will receive the equivalent amount in a Training Premium pay, which is identified as a special compensation that is reportable to CalPERS for both classic and PEPRA members.
- j. Ongoing Training/Continuing Education (CE) for Paramedics – The following required training shall be completed on duty:

In Person (Annual recurrence)

- Mask Fit Testing
- RT-130 Wildland shelter throw
- Swim Test (if a swimmer)

Online (Annual recurrence)

- RT-130 Annual update wildland (4 modules)
- NFPA 1500 Respiratory Protection Training
- NFPA 1500 Bloodborne Pathogen Training
- HAZMAT First Responder Operations
- EMS Continuing education (12 hours/year)

Online (Other)

- Policy updates (OM's/IM's, etc.)
- Any state/federal required mandated anti-harassment training

Any required training that cannot be done on duty may be done on overtime with approval in advance by the Fire Chief or designee.

- k. Program Commitment – Employees who complete the Program by virtue of receiving their paramedic license will be required to commit to serving in the role of paramedic for a minimum of 5 years.
- l. Withdrawal from the Program – Employees who wish to withdraw from the Program for any reason can do so, but by so doing, will forfeit their eligibility

to apply again in the future. The Fire Chief retains sole discretion to grant exceptions for unforeseen circumstances that significantly hinder an employee's ability to continue in the program.


2. All changes in this Side Letter will be incorporated into the successor District-IAFF MOU.
3. 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.
4. Assuming signatures of all parties below, and following Board approval, this Side Letter shall become effective October 15, 2024.

Dated: 10/29/2024


Signed by:

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Mark Lorenzen
Fire Chief
MPFPD


Dated: 10/17/2024

Signed by:

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Francine Hunt
Administrative Services Director
MPFPD


Dated: 10/18/2024

DocuSigned by:

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Jon Crawford
Representative for IAFF, District 10
Goyette, Ruano & Thompson

Dated: 10/17/2024

DocuSigned by:

B556A3EF34DC4F5...
Jason Puccinelli
District Vice President, IAFF District 10

Dated: 10/17/2024

DocuSigned by:

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Nick Gracia
President, IAFF Local 2400