

July 18, 2024

Sent via Electronic Mail Only

Trevor Jamison, President
Sacramento Area Fire Fighters, Local 522
3720 Folsom Boulevard
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Ryan Henry
Sacramento Area Fire Fighters Local 522
3720 Folsom Boulevard
Sacramento, California 95816
Rhenry522@gmail.com

RE: Letter of Understanding- Modification to Light or Limited Duty for a Pilot Period

Dear Mr. Henry:

This Letter of Understanding (LOU) confirms the agreement reached between the City of Sacramento (City) and the Sacramento Area Fire Fighters, Local 522 (Local 522) (collectively, the Parties) regarding the above referenced matter.

Specifically, the Agreement is as follows:

Currently, when an employee is unable to perform their typical duties as a result of an injury, they are assigned to "light or limited" duty consistent with the limitations described by a physician. In these cases, the employee is also immediately placed on a 40-hour work week for the duration of their light duty assignment. (MOU Subsection 23.3 – Light or Limited Duty).

In order to enhance flexibility of assignments for the Department, and in those situations where the employee's limitations will allow, the parties have agreed to a pilot program allowing for light and limited duty assignments on the employee's existing (48/96) shift and schedule. Therefore, the parties agree as follows:

- a. For a period of 180 calendar days from the effective date of this LOU, employees may be placed on light or limited duty on either a 40-hour per week work schedule or on their existing 48/96 shift and schedule. This election will be made at the department's discretion but will be consistent with the restrictions of a physician's authorization and upon the needs of the department.
- b. Either Party may terminate this Agreement in its entirety by providing the other party with thirty (30) calendar days' written notice. No later than thirty (30) days following

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the notice of termination, and on a date which coincides with the start of a new pay period, any employees working light or limited duty on a 48/96 schedule will be placed into a 40-hour week schedule, unless the employee, union, and department agree to another timeframe.

c. This pilot program will automatically terminate 180 calendar days from the effective date of this LOU unless the parties mutually agree to an extension of another fixed term.

This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board, or any applicable policies and procedures of the Fire Department or the City of Sacramento except as expressly stated herein.

This agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

If this is your understanding of the agreement reached, please sign as indicated below and return one (1) original copy to Labor Relations. I have enclosed an additional original for your files.

Sincerely,

Leslie Wisniewski

Leslie Wisniewski

Labor Relations Officer

AGREED TO:

Shelley Banks-Robinson (Jul 18, 2024 18:00 PDT)

Shelley Banks-Robinson 07/18/2024
Director of Human Resources

07/19/2024

AGREED TO:

Trevor Jamison
Trevor Jamison (Jul 19, 2024 06:44 PDT)

Trevor Jamison President, Local 522 **AGREED TO:**

Aaron Donato (Jul 18, 2024 17:42 PDT)

07/18/2024 Aaron Donato Labor Relations Manager

AGREED TO:

Ryan Henry
(Jul 19, 2024 06:35 PDT)

Ryan Henry
Vice President, Local 522

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APPROVED AS TO FORM:



07/18/2024

Brett M. Witter Assistant City Attorney