

August 5, 2024

Sent via Electronic Mail Only

Trevor Jamison, President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, California 95816  
[522jamison@gmail.com](mailto:522jamison@gmail.com)

Ryan Henry  
Sacramento Area Fire Fighters Local 522  
3720 Folsom Boulevard  
Sacramento, California 95816  
[Rhenry522@gmail.com](mailto:Rhenry522@gmail.com)

**RE: Letter of Understanding- Working Conditions for Single Role**

Dear Mr. Jamison and 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:

This Article applies to Sacramento Fire Paramedic and Sacramento Fire Emergency Medical Technician (Sacramento Fire EMT) classification in the Fire Department working Single Role.

#### SINGLE ROLE STAFFING

Ambulances designated as Single Role shall not be staffed by Dual Role Firefighters, Engineers, or Captains except as outlined in this Article.

#### SALARIES

- a. The salary schedules for the Sacramento Fire EMT and Sacramento Fire Paramedic classifications (Single Role Classifications) shall consist of five (5) steps with five percent (5.0%) between steps.
- b. The salary schedule, stated as an hourly rate, for the Sacramento Fire EMT classification shall be:

Sacramento Fire EMT				
Step 1	Step 2	Step 3	Step 4	Step 5
23.412320	25.443340	26.715507	28.051282	29.453846

- c. The salary schedule, stated as an hourly rate, for the Sacramento Fire Paramedic classification shall be:

Sacramento Fire Paramedic				
Step 1	Step 2	Step 3	Step 4	Step 5
27.866513	29.259839	30.722831	32.258973	33.871922

- d. Sacramento Fire EMT may flex to a Sacramento Fire Paramedic if the following conditions are met:

- (1) There is a vacant budgeted Sacramento Fire Paramedic position.
  - a. Sacramento Fire EMT's who meet the qualifications to flex to Sacramento Fire Paramedic, shall be placed on an eligibility list based on the date they received all required paramedic licenses. When a vacancy comes open, the first EMT on the eligible list may move to the vacant paramedic position.
  - b. When two (2) or more employees receive their paramedic license on the same date, the preference will be given to the employee with the earliest City seniority date.
  - c. If two (2) or more employees receive their paramedic license on the same date and have the same City seniority date, the tie breaker to determine the order of the employee's placement on the eligibility list shall be determined on the basis of drawing lots using the lowest random number to determine the order of placement.
- (2) Employee meets all requirements of the Sacramento Fire Paramedic classification.

- (3) Employee must be in good standing and not pending termination for cause.

### WORKWEEK

- a. Employees in the Single Role classifications shall have a 7-day FLSA workweek that begins at 12:01 a.m., Saturday and end at 12:00 Midnight the following Friday.
- b. Employees will work a rotating schedule of three (3) consecutive days on-duty, followed by three (3) consecutive days off-duty. Each shift shall consist of twelve (12) consecutive hours.

### SHIFT DIFFERENTIAL

- a. Employees covered by this Article who work two-thirds (2/3) or more of their regular shift in the period extending from 6:00 p.m., to 6:00 a.m., shall receive an incentive of five percent (5%) of their base rate of pay for the entire shift.
- b. Employees who work less than two-thirds (2/3) of their regular shift in the period extending from 6:00 p.m., to 6:00 a.m., shall receive an incentive of five percent (5%) of their base rate of pay from those hours worked (to the nearest one-half hour) within that period.
- c. An employee shall not receive the incentive pay described in this section when on vacation or other authorized leave of absence with pay.
- d. The incentive pay described in this section shall apply only to employees who are in Single Role Classifications.

### DAILY HOUR VALUE

The hour value of a leave day for vacation, sick leave or other leave shall be determined by dividing the average number of regularly-scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly hour schedules to the 5 day-40 hour per week employee. The value of an hour for the 5day/40-hour schedule shall be 1.05 and a day shall be 8.4 hours.

### HOLIDAYS

Single Role Employees shall be credited with holiday accrual at the rate of four point nine (4.9) hours on the first two paychecks of each month. Employees may accumulate twenty-four (24) hours of holiday leave, after which all remaining accruals shall be paid to the employee at the employee's base rate of pay plus applicable incentives as set forth in Article 15 (Incentive Pay).

Holiday hours shall be credited to an employee only when the employee is in paid status.

MAXIMUM WORK PERIOD, OVERTIME, AND CALL-BACK PAY

a. Roll Call Preamble

Roll Call is designed to facilitate staffing for Single Role. To that end, the process requires early assignment to vacancies and limits changes once assignments are made. Vacancies will be filled as early as possible to avoid hold-overs and unnecessary moves.

b. Projected Day Vacancies

- (1) All projected full and partial shift vacancies created by absences of employees that have been scheduled in advance shall be filled in advance of the shift on which the absence is to occur.
- (2) Projected and unprojected vacancies will be filled consistent with the roll call manual.
- (3) All unfilled projected and day-of vacancies will be filled from the Mandatory List prior to the on-duty callback shift being relieved.

c. Maximum Work Period

Pursuant to section (workweek b) employees assigned to Single Role work a 12-hour shift. Employees, including those on mandatory callback, may be required to work up to a maximum of thirty-six (36) consecutive hours without a break in service. Upon reaching thirty-six (36) consecutive hours, Single Role Employees must remain off-duty for a minimum of twelve (12) consecutive hours before being assigned to duty.

d. Overtime and Call-Back Pay

- (1) Employees in the Single Role classifications will receive overtime at a rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of 40 hours in a workweek. All paid time shall count as time worked for purposes of calculating overtime with the exception of sick leave.
- (2) Management has the exclusive right to determine when to fill a Single Role vacancy.
- (3) Day of call-back staffing will begin at 6:00 a.m. If Fire Administration is unsuccessful in the first attempt to contact an off-duty employee by

computerized tracking telephone for call-back purposes, Fire Administration shall proceed to the next name on the call-back list. Such employee shall be charged for the overtime work as a refusal.

- (4) When employees are called out of their homes at times they are not regularly scheduled to report to duty, they shall be paid at their straight time base rate of pay or time and one-half, consistent with (1), above, from the time they report to duty at the location they were ordered to report to until relieved at that location from such unscheduled assignment, plus travel time enroute from their home to such location up to a maximum of sixty (60) minutes, except that in no event shall they be compensated for less than three (3) hours for such call-out from their homes.
- (5) When it becomes necessary to call employees in to replace employees in non-emergency situations, employees of equal rank to the position which caused the recall shall be called for replacement. This shall occur only after existing eligible register on that shift has been exhausted. In no event shall employees be compensated for less than three (3) hours for each such call-out from their homes.

e. Overtime and Call-Back Pay for Dual Role Filling a Single Role Vacancy

- (1) The City may utilize a Dual Role Firefighter, Engineer, or Captain to fill Single Role vacancies on a voluntary basis.
- (2) Dual Role Firefighters who volunteer to fill a Single Role vacancy shall receive overtime compensation, as applicable and consistent with the employee's regular rate of pay. Dual Role Firefighters shall receive overtime compensation in a manner consistent with the overtime provision(s) covering their classification contained within this MOU.
- (3) Dual Role Engineers or Captains who volunteer to fill a Single Role vacancy shall receive compensation equal to top step Firefighter plus the employee's applicable incentives. Dual Role Engineers and Captains shall receive overtime compensation in a manner consistent with the overtime provision(s) covering their classification(s) contained within this MOU.
- (4) Dual Role Firefighters, Engineers, or Captains may volunteer to fill a Single Role vacancy. A Single Role Vacancy shall be considered a partial vacancy. A partial vacancy shall be staffed according to the established rules of the Roll Call Manual.

### NOTIFICATION OF ROLL CALL CHANGES

The City reserves the right to make roll call and callback changes with notification to the Union prior to the change.

### SHIFT TRADING

- a. Consistent with the operational requirements of the Fire Department to maintain public health and safety, Single Role Employees may trade twelve (12) hour shifts or incremental portions of four (4) hours in a manner consistent with the Fair Labor Standards Act. The Department reserves the right to deny shift trades for operational or public health and safety reasons.
- b. Unless approved by the Fire Chief or designee, trades shall only be permitted between career employees with at least six (6) months of classification service with the Sacramento Fire Department and of the same rank.
- c. All shift trades shall be entered in Telestaff at least twenty-four (24) hours prior to the trade and reviewed by the employee's immediate supervisor.
- d. The EMT or Paramedic supervisor shall be responsible to approve and supervise shift trades for Single Role Employees.
- e. The employee replacing the assigned employee shall be responsible for shift coverage.
- f. In the event the replacement employee fails to complete the shift trade due to an approved use of sick leave, the replacement employee will have their sick leave balance reduced by the number of hours equal to the hours scheduled to work in the trade.
- g. In the event the replacement employee does not have sufficient sick leave hours to cover a missed shift trade due to an employee's approved use of sick leave, the employee will be required to reschedule themselves for the missed hours. Rescheduling must be completed within fifteen (15) calendar days from the missed trade and the missed hours must be worked within sixty (60) calendar days.
- h. Consistent with 29 USC 207, as amended, the hours "traded" shall not be considered hours worked for pay purposes and shall not be recorded on the timecard or be used to calculate any employee's eligibility for overtime compensation pursuant to this MOU or the FLSA.



- i. Canceling a shift trade(s) is prohibited with less than twenty-four (24) hours' notice unless the employee's immediate supervisor approves, and Roll Call has been notified.
- j. If the Department transfers an employee to another shift, to special duty, or if the employee is promoted, and as a result of such transfer, special duty, or promotion, a conflict arises relative to the application of this Article, the employee will be required to effect completion, correction, or cancellation if the trade is in excess of thirty (30) calendar days from date of notice of transfer, special duty, or promotion. Thirty (30) calendar days or less from date of notice of transfer, special duty, or promotion will be the responsibility of the City.
- k. If an employee is to be off work due to a duty injury, they will assume the responsibility for completion, corrections, or cancellation of shift trades that are scheduled beyond the fifteenth (15th) calendar day from the date of duty status change.
- l. A leave of absence authorized to an employee automatically defers all shift trade activity for the employee who is on an authorized leave of absence for the duration of their leave. Rescheduling must be completed within fifteen (15) calendar days from the date the employee returns from their authorized leave of absence and the missed hours must be worked within sixty (60) calendar days from their return from the authorized leave.
- m. An employee is not eligible to work a shift trade while on light duty or limited duty assignment. Employees returning to full duty from a light duty or limited duty assignment, who were previously scheduled to fill a shift trade assignment, must reschedule the shift trade within fifteen (15) calendar days from their return to full duty and the missed hours must be worked within sixty (60) calendar days of their return to full duty.
- n. The Union shall indemnify, defend, and hold the City harmless against claims, liability, and suits which may arise as a result of this Section.

#### INCENTIVE PAY

##### Education Incentive.

- a. Employees in the Single Role Classifications who have earned one of the following degrees shall receive one of the following educational incentives:

Associate Degree	2.5% above base rate or pay
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OR

Bachelor's Degree                      5.0% above base rate of pay

- b. Incentives shall be additive and shall not be compounded with any other type of pay or incentive.
- c. Education Incentives shall be paid to an employee on a prospective basis within thirty (30) calendar days of submission of eligibility to the Department.

Preceptor Duty Pay

- a. The City will assign preceptor duties and responsibilities to employees in the Sacramento Fire Paramedic classification for the purpose of monitoring paramedic interns completing a paramedic internship and to otherwise evaluate new employees during the "sign-off" period prior to assignment to the Sacramento Fire Paramedic rotation.
- b. A qualified Sacramento Fire Paramedic preceptor shall oversee the medical duties of the paramedic intern for a minimum of four hundred and eighty (480) hours, or until the intern is released from the program. The preceptor may be assigned to precept additional hours when the preceptor demonstrates to Fire Administration that additional hours by the paramedic intern will be necessary so as to complete their paramedic internship. Fire Administration will determine and authorize the additional number of hours the preceptor will be assigned to assist the paramedic intern in their completion of the internship.
- c. A Sacramento Fire Paramedic, once assigned to perform preceptor duties and who has performed those duties for ninety-six (96) hours or more, shall not be eligible to volunteer out of the assignment until after completion of precepting the paramedic intern, except in emergency situations and by mutual agreement between the Fire Department and the Sacramento Fire Paramedic. Sacramento Fire Paramedics who have performed less than the minimum ninety-six (96) hours may volunteer out of the assignment.
- d. The City retains the right to discontinue the Preceptor Program at any time by providing five (5) days written notice to the Union. A Sacramento Fire Paramedic who has performed preceptor duties for two (2) consecutive internships, shall not be assigned to precept again without a break of a minimum of six hundred (600) hours.
- e. Sacramento Fire Paramedics who are assigned to precept an intern and to evaluate new employees during the "sign-off" period prior to assignment to the medic rotation, shall be paid at the rate of nine and one-half percent (9.5%) for each hour assigned to perform preceptor duties and responsibilities which shall



be added to the base hourly rate of pay. Preceptor Duty Pay is additive and is not compounded with any other type of pay or incentive.

- f. A qualified Sacramento Fire Paramedic preceptor shall have completed probation and hold, in good standing, an EMT-Paramedic accreditation for no less than three (3) consecutive years, and, shall have served as a paramedic for no less than two (2) years with a qualifying agency. The Assistant Chief of EMS will determine eligibility to serve as a Preceptor based on previous work experience.
- g. Qualified employees assigned to precept shall be made from volunteers. Seniority shall be a consideration for preceptor assignments.

#### CONTINUING EDUCATION AND LICENSE FEES

Modify 15.3 as follows:

- a. The City will make available continuing education (CE) requirements for the EMT, ~~and~~ EMT-Paramedic, and Single Role classifications' license while the employee is on duty, and to the extent practicable give notice of the training classes prior to the scheduling of vacations. If an employee fails to attend such CE training, the employee shall be responsible for obtaining the requisite CEs at their own expense and on their own time.
- b. On duty Advanced Cardiovascular Life Support (ACLS) or equivalent training; Pediatric Advanced Life Support (PALS) or equivalent training; ~~and International Trauma Life Support (ITLS) or equivalent training~~ will be provided to employees whose licenses require it. The City will provide a scheduled of upcoming courses at least two (2) months in advance. If an employee fails to attend these courses, or if the employee cancels within forty-eight (48) hours of their scheduled training, the employee shall be responsible for obtaining these requisite CEs at their own expense and on their own time.
- c. The City shall reimburse employees upon proof of payment for EMT-Paramedic License and Accreditation fees:
  - (1) EMT-Paramedic License State fee: \$250.00 every other year.
  - (2) EMT County fee: Sacramento County EMS (SCEMS) \$50.28 application fee and State of California recertification fee \$37.00.

#### MEDICAL QUALITY ASSURANCE TRAINING PAY

Modify 15.8 as follows:

- a. Employees in the classifications of Firefighter, [Sacramento Fire EMT, and Sacramento Fire Paramedic](#) assigned by the Department to support the Emergency Medical Service (EMS) program as a Medical Quality Assurance Officer shall be paid Medical Quality Assurance Pay for all hours worked as a Medical Quality Assurance Officer. The incentive shall be at the rate of nine and one-half percent (9.5%) of base [hourly](#) rate of pay. This incentive is additive and will not be compounded with any other incentive.
- b. Employees assigned to Medical Quality Assurance Training shall be responsible for providing guidance, instruction, training, remediation and evaluation of Department EMT and Paramedic personnel as directed by the Department.

### LAYOFFS

Modify 19.2(a) as follows:

- a. In the event layoffs (reduction in force) are made pursuant to Article 3 of this Agreement, such layoffs shall be based on the inverse order of classification seniority as provided in the Fire Department seniority list. Dismissals hereunder shall be on a classification seniority basis so that employees with the least seniority shall be laid off first. Provided however that employees laid off in the classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, ~~and~~ Fire Investigator II and I, [Firefighter, and Sacramento Fire Paramedic](#) shall have the right to "bump" employees in the lower classification having less seniority and in which such Fire Battalion Chief, Fire Captain, Fire Engineer, ~~and~~ Fire Investigator II and I, [Firefighter, and Sacramento Fire Paramedic](#) had held status; and provided further that employees laid off in the classifications of Senior Fire Prevention Officer and Fire Prevention Officer I/II shall have the right to "bump" employees in the Fire Prevention classifications having less seniority and in which such Senior Fire Prevention Officer or Fire Prevention Officer I/II had held status. Classification seniority for the purpose of bumping shall be based on the date of appointment to the lower classification to which an employee has bumping rights. For those classifications which have flexible staffing as defined in the Civil Service Rules and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. No employee shall have bumping rights into a classification from which they have been demoted. An employee who bumps to a lower classification shall be assigned to a fire station as determined by Fire Administration.

Modify 19.3(b) and (d) as follows:

- b. Employees who are laid off in the classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, Fire Investigator I and II, [Sacramento Fire Paramedic,](#)

[Sacramento Fire EMT](#), Senior Fire Prevention Officer, Fire Prevention Officer I and II, and Firefighter shall have a physical examination prior to, or at the time of layoff, and upon their recall, if in excess of six (6) months. If the employee's physical condition at the time of layoff is such that it does not require termination or retirement, the employee being recalled shall meet the same physical condition which they were in, as judged by a physical examination, at the time of layoff. The employee laid off or recalled may appeal any adverse decision by presenting to the Department of Human Resources the written opinion of another physician which contradicts the findings and conclusions of the City physician. The cost of this second medical report shall be borne entirely by the employee. Upon receipt of a timely appeal in proper form, the Department of Human Resources shall refer the matter to a third physician mutually agreed upon by the employee and the Department of Human Resources. The decision of the third physician shall be final and binding. The cost of the third medical examination shall be borne by the City. The Director of Human Resources may, upon recommendation of any of the above-mentioned physicians, grant a reasonable period in which to clear up, cure, or remove any condition which is temporary or curable in nature.

- d. A probationary Firefighter, [Sacramento Fire Paramedic, or Sacramento Fire EMT](#) who is recalled within six (6) months from the date of layoff shall be required to serve the balance of the probationary period. A probationary Firefighter, [Sacramento Fire Paramedic, or Sacramento Fire EMT](#) who is recalled between six (6) months and twenty-four (24) months from the date of layoff shall be required to serve the balance of the probationary period or a six (6) month probationary period, whichever is greater. A probationary Firefighter, [Sacramento Fire Paramedic, or Sacramento Fire EMT](#) who is recalled between twenty-four (24) months and within five (5) years from the date of layoff shall be required to serve a new probationary period of twelve (12) months.

#### DEPARTMENT SENIORITY LIST

Modify 20.1(a) as follows:

- a. Employees shall be placed on the classification seniority list in accordance with the layoff language in this Article. When two (2) or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on relative standing on the eligibility list for the applicable rank in the case of firefighting personnel [and single role classifications](#).

#### DISCIPLINE

Sacramento Fire Paramedic and Sacramento Fire EMT shall be afforded a contractual right to all of the relevant protections provided in California Labor Code section 3250 et seq., as amended.

The following articles in the Memorandum of Understanding between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 are applicable in totality to employees in the classification(s) of Sacramento Fire EMT and Sacramento Fire Paramedic. They include:

Article 1 – Recognition

Article 2 – Prevailing Rights

Article 3 – City Rights

Article 4 – Union and Employee Rights

Article 5 – Grievance Procedure

Article 7 – Salary Administration

Article 8 – Health & Welfare

Article 14 – Uniforms and Coveralls

Article 15, Section 3 (15.3) – Continuing Education and License Fees (with the inclusion of changes above)

Article 15, Section 8 (15.8) – Medical Quality Assurance Training Pay (with the inclusion of changes above)

Article 15, Section 9 (15.9) – Bilingual Pay

Article 17 – Leave Benefits

Article 18, Section 2 (18.2) – Mileage

Article 18, Section 3 (18.3) – Tuition Reimbursement

Article 19 – Layoff (with the inclusion of changes above)

Article 20 – Department Seniority List (with the inclusion of changes above)

Article 21 – Transfers

Article 23 – Safety and Health

Article 24 – Retirement

Article 25 – Transportation

Article 26 – Discipline (incorporating language above)

Article 27 – Miscellaneous

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 08/05/2024  
Labor Relations Officer

AGREED TO:

  
Howard Chan (Aug 7, 2024 10:05 PDT)

Howard Chan  
City Manager

08/07/2024

AGREED TO:

  
Shelley Banks-Robinson (Aug 6, 2024 08:47 PDT)

Shelley Banks-Robinson 08/06/2024  
Director of Human Resources

AGREED TO:

*Chris Costamagna*

Chris Costamagna 08/07/2024  
Fire Chief

AGREED TO:

  
Aaron Donato (Aug 6, 2024 10:09 PDT)

Aaron Donato 08/06/2024  
Labor Relations Manager

AGREED TO:

  
James Billiter (Aug 6, 2024 17:20 PDT)

Tilden Billiter  
Deputy Fire Chief

08/06/2024

AGREED TO:

  
Trevor Jamison (Aug 7, 2024 14:14 PDT)

Trevor Jamison 08/07/2024  
President, Local 522

AGREED TO:

  
Ryan Henry (Aug 7, 2024 14:09 PDT)

Ryan Henry 08/07/2024  
Vice President, Local 522

AGREED TO:

  
Brandon Doughty (Aug 7, 2024 14:55 PDT)


Brandon Doughty 08/07/2024  
Deputy Director, Local 522

AGREED TO:



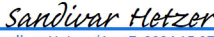
John Collins 08/07/2024  
Director, Local 522

AGREED TO:

  
Jeremy Gardella (Aug 7, 2024 14:33 PDT)

Jeremy Gardella 08/07/2024  
Director, Local 522

AGREED TO:

  
Sandivar Hetzer (Aug 7, 2024 15:07 PDT)

Sandivar Hetzer 08/07/2024  
Member, Local 522

APPROVED AS TO FORM:

  
Brett Witter (Aug 6, 2024 17:18 PDT)

Brett M. Witter 08/06/2024  
Assistant City Attorney