

- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

## **ARTICLE 8 – HEALTH AND WELFARE**

### **8.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES**

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then through the IRS Section 125 Plan toward premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee; and union-sponsored short-term disability, long-term disability, cancer, health, dental and accidental death and dismemberment insurance. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one or more hours of salary. Employees who are paid less than one hour salary per payday may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts. Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.

### **8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES**

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid (89.6 hours for suppression) = 100% contribution; 40-63.9 hours paid (56-89.5 hours for suppression) = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours (fifty-six (56) for suppression) of work on each payday. If the employee fails to be paid for the minimum forty (40) hours (fifty-six (56) hours for suppression) necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans

which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

### 8.3 AMOUNT OF CONTRIBUTION

a. For a full-time employee enrolled in a City-sponsored health plan for employee only, the City contribution shall be as follows:

Effective January 1, 2008, the City contribution shall be up to \$460 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be as follows:

- (1) Effective January 1, 2008, the City contribution shall be up to \$730 per month.
- (2) Effective January 1, 2009, the City contribution shall be up to \$800 per month.
- (3) Effective January 1, 2010, the City contribution shall be up to \$850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be as follows:

- (1) Effective January 1, 2008, the City contribution shall be up to \$920 per month.
- (2) Effective January 1, 2009, the City contribution shall be up to \$1,050 per month.
- (3) Effective January 1, 2010, the City contribution shall be up to \$1,200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

### 8.4 COVERED DEPENDENTS

a. An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent's home, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

## 8.5 CASH-BACK LIMITS

The cash-back of City dollars from the IRS Section 125 Plan shall be limited to career employees as follows:

Effective January 1, 2008, the cash back for any employee waiving health insurance shall be \$200 per month.

## 8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of \$15,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in Section 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of \$35,000 City-sponsored term life insurance.

## 8.7 UNION REPORTING

The Union agrees to furnish to the City, on request, information on each employee's enrollment in union-sponsored insurance to which the City contribution under Section 8.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.

## 8.8 FLEXIBLE SPENDING ACCOUNTS

The City shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:

- a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;
- b. Unreimbursed health care expenses up to \$4,800 per plan year effective each January 1; and
- c. Dependent care reimbursement.

Administrative costs shall be paid by the employees participating in Sections 8.8(b) and 8.8(c).

## 8.9 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City-paid health insurance contributions and dental insurance benefits under the following provisions:

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Retirees shall be eligible to receive the total of the lowest cost health plan for one, the lowest cost dental plan and twenty-five dollars (\$25).

b. Employees Retiring on or After July 1, 1992

For employees retiring on or after July 1, 1992, the following terms apply:

- (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service, ordinary disability retirement, or deferred retirement, and age 50.
- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
  - (a) Employees with a minimum of ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
  - (b) Employees with a minimum of fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
  - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in (a) above.
- (4) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

c. Industrial Disabled or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivors will be entitled to one hundred percent (100%) of the City-paid health insurance contribution and dental benefits for retirees regardless of years of service.

d. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount as the employee was eligible to at the time of death.

e. Medicare Supplement

In order to maintain eligibility for the City-paid retiree health insurance contribution, each eligible retiree and dependent shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.

## 8.10 RETIREES HEALTH SAVINGS ACCOUNTS

The City will establish Retiree Health Savings Accounts pursuant to Internal Revenue Service Code Section 125 as soon as practicable. Employees may contribute to the accounts as provided by law.

## **ARTICLE 9 – WORKING CONDITIONS FOR FIRE SUPPRESSION PERSONNEL**

### 9.1 DAILY HOUR VALUE

a. 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 5 day/40 hour schedule shall be 1.4 and a day shall be 11.2 hours. The value of an hour for the 4 day/10 hour schedule shall be 1.4 and a day shall be 14 hours.

b. The daily hour value shall apply to overtime worked on the administrative 5/8 or 4/10 schedule, but shall not apply to suppression schedule hours or overtime hours worked.

### 9.2 WEEKLY ANNUAL REPORT

It is agreed that the gross annual hours for Firefighters, Fire Engineers, Fire Captains and Fire Battalion Chiefs assigned to the fire duty schedule shall be 2,912 hours (56 hours per week times 52 weeks) for each fiscal year.

### 9.3 HOLIDAYS

a. Firefighters, Fire Engineers, Fire Captains and Fire Battalion Chiefs who are assigned to the fire suppression schedule shall receive fourteen (14) holidays per

calendar year (14 holidays times 11 hours and 12 minutes per holiday equals 156 hours and 48 minutes). Holiday hours will be credited and/or paid off over twenty-four (24) bi-weekly pay periods.

b. The one hundred fifty six (156) hours and forty-eight (48) minutes of holiday hours shall be credited to each employee in equal bi-weekly accruals of six (6) hours and thirty-two (32) minutes.

c. After twenty-four (24) hours of holiday hours have accrued, the remaining one hundred thirty two (132) hours and forty-eight (48) minutes shall be paid off in equal bi-weekly payments over the remaining applicable pay periods.

d. Holiday hours shall be credited to an employee's leave accrual bank provided the employee is in paid status.

e. Employees who are hired into a classification listed in (a) above anytime after the first pay period of each calendar year, shall accrue less than the total of one hundred fifty six (156) hours and forty-eight (48) minutes of holiday hours, but will be credited with six (6) hours and thirty-two (32) minutes each applicable pay period. Twenty-four (24) hours of holiday hours will be reserved before employees begin receiving pay for the remaining holiday hours.

f. Holiday hours shall be used to offset vacation time off as follows:

- (1) Employees earning 10 vacation days per year: Holiday Earned = 1:36/shift
- (2) Employees earning 15 vacation days per year: Holiday Earned = 3:00/shift
- (3) Employees earning 20 vacation days per year: Holiday Earned = 1:36/shift
- (4) Employees earning 20 vacation days per year and who sell back 1 week in lieu of vacation: Holiday Earned = 3:00/shift

#### 9.4 SCHEDULE AND HOURS

a. Under the existing duty schedule, Firefighters, Fire Engineers, Fire Captains and Fire Battalion Chiefs report for duty at 8:00 a.m., and go off duty at 8:00 a.m. the following morning, and are scheduled to be on duty four (4) 24-hour periods and off-duty eight (8) 24-hour periods in a 12-day cycle. The duty schedule is as follows:

"X" denotes work day or duty shift

"O" denotes day off or shift off duty

X-X-O-O-O-O-X-X-O-O-O-O

b. Computer time cards will correctly reflect the above work schedule of the said shift employees commencing with the first pay period that begins after the effective date hereof. Example: A twenty-four (24) hour shift beginning at 8:00 a.m. on a Monday

and ending at 8:00 a.m. on a Tuesday will show sixteen (16) hours on-duty time on Monday and eight (8) hours on-duty time on Tuesday.

c. The basic daily work schedule shall be from 8:00 a.m. – 5:00 p.m. However, it is recognized that department operations and training needs may require schedules other than 8:00 a.m. – 5:00 p.m. Where possible and feasible all training and work of a non-emergency nature will be performed between the hours of 8:00 a.m. – 5:00 p.m. and will conform to the job classification specifications as defined by Civil Service Board Rules and Regulations.

## **ARTICLE 10 – WORKING CONDITIONS FOR FIRE PREVENTION PERSONNEL**

This Article, unless a classification is not referred to or specifically excluded, applies to the classifications of Fire Investigator I and II, Senior Fire Prevention Officer, Fire Prevention Officer I and II, and Fire Prevention Officer Trainee.

### **10.1 FIRE PREVENTION OFFICERS**

This Section applies to the Senior Fire Prevention Officer, Fire Prevention Officer Trainee, and Fire Prevention Officer I and II classifications in the Fire Department.

a. Workweek

The workweek for employees covered by this Section shall begin at 12:01 a.m., Saturday and end at 12:00 Midnight the following Friday. The employees' workweek shall consist of eight (8) consecutive hours per day for five (5) consecutive days for a total of forty (40) hours.

b. Shift Differential

- (1) Employees covered by this Section, who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees, who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.
- (2) An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

c. Vacation Administration

The maximum number of Fire Prevention Officer I/II's scheduled to be on vacation each working day shall not exceed two (2). Effective January 1 in the fiscal year

when the number of budgeted Fire Prevention Officer I/II positions reaches twelve (12), the maximum number of Fire Prevention Officer I/II's to be on vacation each working day shall not exceed three (3). Thereafter, for each increase of four (4) budgeted Fire Prevention Officer I/II positions beyond twelve (12) in a fiscal year, the maximum number of Fire Prevention Officer I/II's permitted to be on vacation each working day beginning January 1 of that fiscal year shall be increased by one.

d. An alternative workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period shall be established for Fire Prevention Officers. Management retains the right to determine days off on the schedule and agrees to discuss the schedule with the Union thirty (30) days in advance of changes to the 9-80 workweek schedule. Management reserves the right to discontinue such schedule upon thirty (30) days notice if after joint review and concurrence it is determined that staffing, workload, or services are impaired.

10.2 FIRE INVESTIGATOR I

This Section shall apply only to the Fire Investigator I.

a. Work Schedule

(1) The work schedule for Fire Investigator I shall consist of rotating 12-hour day and night shifts and 24-hour shifts as follows:

Work Schedule	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1	N X D T X X X	X N X D T X X	X X N X D T X
2	D T X X X X N	X D T X X X X	N X D T X X X
3	X X X N X D T	X X X X N X D	T X X X X N X
4	X X X X N X D	T X X X X N X	D T X X X X N

T = 24 Hour Shift  
D = Day Shift  
N = Night Shift  
X = Day Off

(2) The Fire Investigator I shall rotate in consecutive order of Schedule 1, 2, 3, and 4.

(3) The 12-hour and 24-hour work shifts shall be considered regular work hours paid at straight time.

b. Holidays

- (1) It is agreed that Fire Investigators I shall receive fourteen (14) holidays per year.
- (2) There shall be 112 (14 x 8.0) holiday hours paid in cash in twenty-four (24) bi-weekly increments of 4 hours and 40 minutes.

c. Vacation Credit

Vacation credit shall be taken in the calendar year following the calendar year in which it is earned.

d. Vacation Administration

The vacation schedule shall operate on straight seniority based on the date the employee entered the Fire Department. The employee will select either his/her vacation or his/her splits the first time around. After the complete list has been gone through, then the second and third choice will be made under the same procedures.

e. Shift Trades

Shift trades may be permitted at the discretion of the Fire Marshal.

### 10.3 FIRE INVESTIGATOR II

Workweek

The workweek for employees covered by this Section shall begin at 12:01 a.m., Saturday and end at 12:00 Midnight the following Friday. The employees' workweek shall consist of eight (8) consecutive hours per day for five (5) consecutive days for a total of forty (40) hours.

### 10.4 OVERTIME COMPENSATION

a. The City agrees that it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of a regular work shift, or on scheduled days off, or on a recognized holiday, such work time shall be compensated as overtime. The Fire Investigator I shall not receive overtime on a recognized holiday.

b. Overtime shall be paid in cash, except an employee may request compensating time off (CTO) as the method of payment. The City reserves the right to deny the CTO request.

c. Both the cash payment and the CTO shall be computed at the rate of time and one-half the number of overtime hours worked. Any CTO must be approved by the Fire Marshal.

d. Employees may accrue up to eighty (80) hours of CTO up to the last pay period in June of each year. All CTO not used by this time will be paid to the employee. Any hours of CTO not used by this time will be paid in cash. This cash payment will be included in the second paycheck in July.

#### 10.5 HOLIDAY BENEFIT

a. Except for the Fire Investigator I, the following shall be the recognized holidays for employees covered by this Article:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, or CTO shall be considered hours worked for the purpose of holiday pay eligibility.

c. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.

d. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

e. Floating Holidays

(1) Accrual

In addition to the recognized holidays provided in Section 10.5(a) above, an employee hired shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis at the rate of forty (40) minutes per pay period for twenty-four (24) pay periods per year. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one or more hours of salary.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.
- (b) An employee may carry-over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hours carry-over, all accumulated floating holiday hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.
- (c) An employee who leaves City employment or who has been granted a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

## 10.6 VACANCIES

a. When the Fire Marshal is absent, and with the approval of the Fire Chief, if a Fire Investigator II is assigned to, and performs substantially all of the administrative and other responsibilities of the Fire Marshal, and does so for a minimum of two (2) consecutive hours, the Fire Investigator II working out-of-classification will be entitled to out-of-classification compensation as per Section 17.1 of this Agreement.

b. When a temporary vacancy exists in the position of Fire Investigator II and Fire Investigator I is assigned to, and performs substantially all of the administrative and other responsibilities of the Fire Investigator II and does so for a minimum of two (2) consecutive hours, the Fire Investigator I working out-of-classification will be entitled to out-of-classification compensation as per Section 17.1 of this Agreement.

c. When a temporary vacancy exists in the position of Senior Fire Prevention Officer and a Fire Prevention Officer I/II is assigned to, and performs substantially all of the administrative and other responsibilities of the Senior Fire Prevention Officer and does so for a minimum of two (2) consecutive hours, the Fire Prevention Officer I/II working out-of-classification will be entitled to out-of-classification compensation as per Section 17.1 of this Agreement.

d. When a vacancy occurs within a job assignment due to expansion, retirement, death, removal, resignation, promotion, or demotion, such job assignment shall be subject to bid by members in the Fire Prevention Bureau under the same provision expressed in Section 20.1 of this Agreement.

## 10.7 MEAL TIME (8-HOUR DAY)

a. Time allocated for meals will be uninterrupted. Every employee will have a regular unpaid meal period of one hour which shall be scheduled generally in the middle of the work shift.

b. In the event the meal period is interrupted for Fire Department business, at the option of the employee, approved by the Fire Marshal, the employee shall be:

- (1) paid time and one-half for the entire meal period;
- (2) given an alternate meal period;
- (3) allowed to leave the shift early.

## 10.8 LOCKERS

Except for Fire Prevention Officer classifications, clothes lockers will be provided for turnout gear.

## 10.9 COVERALLS

Except for Fire Prevention Officer classifications, the City shall provide one pair of coveralls to employees. The employees shall be responsible for cleaning and maintaining these coveralls.

## 10.10 SAFETY SHOES

a. For Fire Prevention Officers, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of \$125.00 per pair, or up to a maximum of \$175.00 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed employees may purchase and request to be reimbursed for two pairs of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

b. The City maintains the right to specify the type of required safety shoe.

c. The City shall seek to contract for provision of safety shoes consistent with current Fire practice and the limitations provided herein.

## 10.11 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for

participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide program.

## **ARTICLE 11 – ROLL CALL AND CALL-BACK**

### **11.1 ROLL CALL PREAMBLE**

Roll Call is designed to facilitate staffing for Fire Suppression, Advanced Life Support (ALS) services, and specialty assignments. 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. The priority is to fill specialty assignments first.

### **11.2 PROJECTED VACANCIES**

a. All projected full shift 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.

b. Projected and unprojected vacancies will be filled consistent with the roll call protocol.

c. All unfilled projected vacancies will be filled from the Mandatory List prior to the on-duty callback shift being relieved.

### **11.3 MAXIMUM WORK PERIODS**

Employees may work up to a maximum of forty-eight (48) hours without a break in service. Upon reaching the maximum allowable work period, employees shall be required to remain off-duty for a minimum of twelve (12) hours before being assigned to duty.

### **11.4 AMBULANCE VACANCIES**

a. Firefighter paramedics assigned to the medic rotation, while on ambulance rotation, shall only shift trade with other Firefighters able to fill the ambulance position. Firefighter paramedics assigned to the medic rotation, while on ambulance rotation, are not eligible for HAZMAT or acting assignments.

b. Flex Medic Unit(s) shall be staffed by utilizing an available paramedic(s) or a paramedic and EMT who are unassigned after minimum staffing has been completed. Thereafter, the procedures for overtime callback apply.

### **11.5 OVERTIME AND CALL-BACK PAY**

Overtime and call-back pay shall be paid to employees in the Fire Department Unit as follows:

a. Calls that commence on the day following the last day before the four (4) days off shall not start until 9:00 a.m. unless the employee was notified at the station prior to being released for duty. 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.

b. When employees are called out of their homes at times they are not regularly scheduled to report to duty, they shall be paid time and one-half 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.

c. 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, except however, that callback to fill the position of Firefighter shall not recognize rank. When an employee of higher rank is called to fill the position of Firefighter, the employee so called shall receive overtime at the maximum hourly rate of pay for the position of Firefighter. Travel time provided under subsection (b) shall not apply to employees in fire suppression who are recalled and work sixteen (16) hours or more and forty (40) hour per week employees who are recalled and work six (6) hours or more. In no event shall employees be compensated for less than three (3) hours for each such call-out from their homes.

## 11.6 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. If the result of such changes affects wages, hours and/or conditions of employment, the City agrees to meet and confer regarding the impact of such changes.

## **ARTICLE 12 – SHIFT TRADING**

### 12.1 SHIFT TRADING

a. Consistent with the operational requirements of the Fire Department to maintain public health and safety, employees may trade twenty-four (24) hour shifts or incremental portions thereof, but not less than four (4) hours.

- (1) A yearly allowance of thirty (30), twenty-four (24) hour shifts, totaling seven hundred twenty (720) hours off is allowed. This allowance shall be based on the calendar year.
- (2) No more than four (4) back-to-back trades a month can be worked. A back-to-back trade is a trade that involves an employee working two

(2) consecutive shifts. If an employee works more than twelve (12) hours next to a regular twenty-four (24) hour duty shift, that employee is charged a back-to-back trade.

(3) Any employee connecting two (2) calendar year vacation allowances is prohibited from attaching shift trades to said vacations.

b. Trades shall be permitted subject to the following terms and conditions:

(1) Unless approved by the Fire Chief or designee, trades shall only be permitted between career employees with at least six (6) months of Firefighter level service with the Sacramento Fire Department and of the same rank and ability.

(2) All shift trade requests or changes shall be signed, or signature authorized by the employee's immediate supervisor prior to the trade. Immediately after the trade is approved, the responsible Fire Captain shall notify Roll Call by printer of the trade and simultaneously place the signed agreement in the departmental mail to Fire Administration.

(3) Fire Battalion Chiefs shall supervise and be responsible for the coordination and scheduling of shift trades for themselves.

(4) Fire Captains shall supervise and be responsible for the coordination and scheduling of shift trades for themselves and their assigned personnel. Fire Captains shall maintain and have available for review on a current basis a record showing the number of hours, dates, locations, and names of employees traded with, trades taken, and trades paid back. An employee making a trade while on detail shall obtain shift trade approval from their assigned Captain and furnish necessary information for recording.

(5) Employees on the Fire Battalion Chief, Fire Captain, Fire Engineer, and Fire Investigator eligible list must notify Roll Call of all shift trades by telephone as early as possible prior to the trade.

(6) The employee replacing the assigned employee shall be responsible for shift coverage. In the event the replacement employee fails to complete the shift trade as arranged, such employee shall work off, at no cost to the City, all hours worked by an employee assigned by Fire Administration to cover the position, as follows:

(a) The replacement employee shall schedule for completion a repayment period with Fire Administration for the time period missed within one hundred twenty (120) days.

- (b) These hours worked off by the replacement employee shall not be considered hours worked for pay purposes and shall not be recorded on the timecard.
  - (c) If the replacement employee fails to complete the trade due to an authorized use of sick leave, such employee shall have the option to work off the time period missed within one hundred twenty (120) days or, if the employee has sufficient sick leave hours accrued, to charge sick leave hours to cover the time period missed.
- (7) All trades shall be fully repaid on or before the end of one year of date of initiation; except, however, that employees may waive repayment provided the party to whom time is owed waives repayment in writing approved as to form by the Fire Chief or his designee, and agrees to indemnify, defend, and hold the City and its agent harmless against claims, liability, and suits incident to such replacement and waiver.
  - (8) If the Department transfers an employee to another shift and as a result of such transfer, 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) days from date of notice of transfer. Thirty (30) days or less from date of notice of transfer will be the responsibility of the City.
  - (9) If an employee is to be off work due to a duty injury, he/she will assume the responsibility for completion, corrections, or cancellation of shift trades that are scheduled beyond the fifteenth (15th) day from the date of injury.
  - (10) A leave of absence authorized to an employee automatically defers all shift trade activity within the duration of the leave.
  - (11) An employee is not eligible to work a shift trade while on light duty or limited duty assignment.
  - (12) An employee is not eligible to work a shift trade while on light duty or limited duty assignment.
  - (13) The Union shall indemnify, defend, and hold the City harmless against claims, liability, and suits which may arise as a result of this Section.

## ARTICLE 13 – UNIFORMS AND COVERALLS

### 13.1 UNIFORMS

#### a. Uniform Allowance

Effective August 6, 2005, the City shall reimburse employees in the amount of \$33.50 bi-weekly for regulation items of uniform that the Fire Department requires to be worn as a condition of employment. There shall be no change in the number, style, and color of uniforms without agreement by the Union.

#### b. Uniform Replacement

- (1) Reimbursement for the cost of replacing irreparable uniforms damaged in the line of duty, and not due to ordinary wear and tear, shall be made only under the following conditions:
  - (a) Damage must be reported during the same shift to the employee's immediate supervisor who shall: (1) verify that the damage occurred in the line of duty, and (2) make an entry in the station log (written statement for assignments outside Fire Suppression) to that effect. Disputed claims of damaged items not reported on the same shift but reported within seven (7) calendar days of occurrence shall be resolved in accordance with Section 13.1(b)(4).
  - (b) The employee must confirm the damage in writing to his/her immediate supervisor within seven (7) calendar days from the date of occurrence.
  - (c) The claim for replacement reimbursement must be submitted to the Fire Department for review. The Fire Department shall make a determination as to whether the claim should be approved or disapproved in an expeditious manner.
  - (d) Proof of purchase of the replacement article, which includes the employee's name, date of purchase, item of clothing and price, shall be provided with the reimbursement claim.
- (2) Uniform repair and maintenance shall be the responsibility of the employee.
- (3) Reimbursement for replacement shall be at the discretion of the Fire Chief or designee and shall not be subject to the grievance procedure.

- (4) Disputes shall be resolved by a committee consisting of one representative each from Fire Administration, Labor Relations, and the recognized employee organization.

**13.2 COVERALLS FOR EQUIPMENT SERVICING ACTIVITIES**

The City shall provide and maintain coveralls for those employees in the Fire Department Unit whose assigned duties include the mechanical servicing and repair of trucks and engines.

**ARTICLE 14 – INCENTIVE PAY**

**14.1 FIRE EDUCATIONAL INCENTIVE PROGRAM**

a. Fire Battalion Chiefs, Fire Captains, Fire Engineers, Fire Investigators I and II, and Firefighters shall receive incentive compensation in addition to the base rate of pay for the following:

<u>Accredited University or College Degree of Certificate</u>	and	<u>Years of Fire Department Seniority Required</u>
(1) Fire Science Certificate – 9½ %		3 ½
(2) Bachelors Degree – 5%		None

b. Employees who do not possess an EMT certificate shall be reduced ten percent (10%) (two steps) in base salary on or after the date the Fire Department implements an EMT Certificate training and license testing procedure. Employees who do not possess an EMT certificate prior to the date of implementation shall be reduced seven and one half percent (7.5%) in base salary.

c. The Fire Department reserves the right to insure the work force is capable of performing necessary duties associated with the possession of EMT certificates by a sufficient number of employees needed to deliver Emergency Medical services to the public.

d. Employees eligible for the Fire Science incentive on July 4, 1987 shall continue to be eligible for such incentives.

e. Senior Fire Prevention Officer, and Fire Prevention Officer I and II shall receive nine and one-half percent (9.5%) incentive compensation in addition to the base rate of pay for possession of a Fire Technology Certificate (FT) from a California Community College/State Board of Fire Services approved Fire Technology program and three and one-half (3-1/2) years of seniority with the Sacramento Fire Department. Such employees shall also receive a two and one half percent (2.5%) incentive compensation for an Associate Degree with seven (7) years of service in the classification; a five percent (5%) incentive compensation for possession of a Bachelors Degree from an accredited

university or college; and a five percent (5%) incentive compensation for an EMT Certificate.

f. Employees hired on or after the effective date of this Agreement must possess a Fire Technology Certificate from a California Community College/State Board of Fire Services approved Fire Technology program and three and one-half (3-1/2) years of seniority with the Sacramento Fire Department in order to be eligible for the Fire Science certificate (FS) incentive.

g. Incentive pay rates shall not be compounded.

h. Employees who earn a Certificate or Degree and meet the seniority requirements set forth above shall place their Certificate(s) on file with the Fire Department Administration, who will verify and process for appropriate incentive compensation.

i. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay, the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay. Bilingual pay shall be paid at the rate of twenty dollars (\$20) bi-weekly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

#### 14.2 PARAMEDIC LICENSE PAY AND ADVANCED LIFE SUPPORT (ALS) ASSIGNMENT

The following terms and conditions shall apply to those employees who are eligible to and/or assigned paramedic duties:

a. Firefighter/paramedics shall be required to possess a Sacramento County EMT-Paramedic License as a condition of continued employment for two (2) years from the date they were appointed to the career Firefighter classification and began probation. Failure to maintain the required Paramedic License during the initial two (2) years of career service shall constitute just cause for disciplinary action, up to and including termination.

b. Paramedic License Pay

(1) Employees in the classifications of Fire Engineer and Fire Captain shall receive license incentive compensation for possession of the EMT-Paramedic License. The incentive shall be at the rate of four percent (4%) of base pay.

(2) Employees in the classification of Firefighter shall receive license incentive compensation for possession of the EMT-Paramedic

License. The incentive shall be at the rate of ten percent (10%) of base pay.

- (3) The Paramedic License pay is in addition to any other incentives.
- (4) Each employee receiving such Paramedic License pay may be assigned to paramedic duties on an ambulance, except that the assignment of an on-duty Fire Captain or Fire Engineer will only be made when there is no available paramedic on duty and the mandatory overtime call-back list has been exhausted.

c. Medic Assignment Pay

Effective June 21, 2008, employees in the classification of Firefighter who are regularly scheduled to work on the ambulance shall receive an additional seven and one-half percent (7½ %) incentive on top of the base pay. Such incentive shall be additive and not compounded.

d. Paramedic License Retention Pay

- (1) Firefighters, Fire Engineers, and Fire Captains not regularly scheduled to work on the ambulance, who receive paramedic license pay pursuant to (b) (1) and (2) above, shall be required to work ninety-six (96) hours annually each calendar year, in increments of twenty-four (24) or twelve (12) continuous hours on an ALS medic unit in order to maintain the paramedic license pay. The ninety-six (96) hour requirement as outlined herein shall be accomplished during the regular shift to the maximum extent possible.
- (2) Employees shall bid the shifts identified in subsection (d) (1) above after the vacation sign-up has been completed.
- (3) Employees shall be paid their regular rate of pay and an assignment pay of seven and one-half (7½ %) of pay for hours worked on the medic pursuant to subsection (c) above.

e. Preceptor Duty Pay

- (1) The City will assign preceptor duties and responsibilities to Firefighter (Paramedic) for the purpose of monitoring paramedic interns completing a paramedic internship and to otherwise evaluate new employees during the eight (8) shift "sign-off" period prior to assignment to the medic rotation.
- (2) A qualified Firefighter (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