

when the preceptor demonstrates to Fire Administration that additional hours by the paramedic intern will be necessary so as to complete his/her paramedic internship. Fire Administration will determine and authorize the additional number of hours the preceptor will be assigned to assist the paramedic intern in his/her completion of the internship.

- (3) A Firefighter (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 Firefighter (Paramedic). Firefighter (Paramedics) who have performed less than the minimum ninety-six (96) hours may volunteer out of the assignment if, based on seniority, they are eligible to rotate off the required Medic assignment teams.
- (4) The City retains the right to discontinue the Preceptor Program at any time by providing five (5) days written notice to the Union. A Firefighter (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.
- (5) Effective March 1, 2008, Firefighter (Paramedics) who are assigned to precept an intern and to evaluate new employees during the eight (8) shift "sign-off" period prior to assignment to the medic rotation, shall be paid at the rate of nine and one-half percent (9½ %) for each hour assigned to perform preceptor duties and responsibilities which shall be added to the base rate of pay. Preceptor Duty Pay is additive and is not compounded with any other type of pay or incentive.

f. A qualified Firefighter (PAR) preceptor shall have held, in good standing, a Sacramento County 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 the Fire Department.

g. Qualified employees assigned to precept shall be made from volunteers. Seniority shall be a consideration for preceptor assignments.

### 14.3 CONTINUING EDUCATION AND LICENSE FEES

a. The City will make available continuing education (CE) requirements for the EMT-Paramedic 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. The City shall reimburse employees upon proof of payment for EMT-Paramedic License and Accreditation fees:

- (1) EMT-Paramedic License State fee: \$135 bi-annually.
- (2) EMT-Paramedic Accreditation County fee: \$35 initial, if applicable.
- (3) ACLS Certificate: \$50 bi-annually, maximum.

#### 14.4 HAZARDOUS MATERIALS (HAZMAT) INCENTIVE

a. The Policies for Hazardous Materials Response Team, dated July 14, 1997, shall be effective immediately.

b. A California State-certified hazardous materials specialist regularly assigned to a HAZMAT company shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay. This assignment pay shall include the certificate pay in subsection (d) below.

c. A California State-certified hazardous materials specialist who works at a HAZMAT company on a temporary, intermittent, call-back, shift trade or detailed basis shall receive a five percent (5%) assignment pay for all hours actually worked on the HAZMAT company. This assignment pay shall include the certificate pay in subsection (d) below.

d. In addition to those regularly assigned in subsection (b) above, up to a maximum of sixty (60) employees, on a ratio of 1 Fire Captain, 1 Fire Engineer and 2 Firefighters, who are California State-certified hazardous materials specialists, shall receive a certificate pay of two and one-half percent (2½ %) which shall be added to the base rate of pay.

e. In addition to those regularly assigned in subsections (b), (c) or (d) above, additional employees who are California State-certified hazardous materials specialists shall receive five percent (5%) for hours worked.

f. The Fire Department will continue to provide one HAZMAT training course each year, as practicable. The Department will send as many employees as feasible, consistent with the budget, and will maintain a goal of twenty (20) employees per class. Seniority shall be a primary consideration for enrollment and may only be passed over for cause.

#### 14.5 ADMINISTRATIVE ASSIGNMENT PAY

When Fire Administration assigns a suppression employee to an administrative assignment for a period of more than thirty (30) working days, the employee shall receive nine and one-half percent (9½ %) in addition to the regular rate of pay. This shall not be applicable to employees on modified or light duty or employees being accommodated from their regular suppression assignment.

## 14.6 RESCUE INCENTIVE

a. Employees who are regularly assigned to a Department designated Rescue company and who are qualified as defined below to perform Rescue Operations shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay.

b. This incentive shall be additive and not compounded.

c. Employees qualified as defined below and assigned to a Department designated Rescue company on a temporary basis shall receive the incentive compensation for all hours worked at the Rescue company.

d. Effective June 21, 2008, up to fifty (50) employees who have received the required training for rescue certification and are not regularly assigned to a Rescue company shall receive a certification pay of two and one-half percent (2½ %) which shall be added to the base rate of pay. The ratio of these fifty (50) employees shall be fifty percent (50%) Firefighters, twenty-five percent (25%) Fire Engineers and twenty-five percent (25%) Fire Captains.

e. Qualified employees as mentioned above are those employees who have obtained the California State-certified Rescue Systems (RS) I and RS II certificate. Only those employees who hold an active RS I and RS II certificate will be assigned to a Rescue company as mentioned above. The Fire Department shall maintain a "detail pool" of employees eligible for assignment to a Rescue company who have presented an original copy of their RS I and RS II certificates to Fire Department administration.

f. Employees who promote or transfer out of a Rescue company shall no longer be eligible to receive the Rescue assignment pay, except as provided in (c) above.

g. Employees who no longer possess an active RS I and RS II certificate shall not be eligible to receive the Rescue assignment or certification pay and shall be reassigned.

h. To be eligible for future assignment at a Rescue company upon promotion or transfer, only those employees who possess an active RS I and RS II certificate shall be eligible. Seniority shall be a primary consideration and an employee may only be passed over for cause.

i. Shift trades into a Department designated Rescue company may be accomplished only by equal rank and only by those employees who possess an active RS I and RS II certificate.

## 14.7 BOAT INCENTIVE

a. Effective June 20, 2009, employees who are regularly assigned to a Department designated Boat company and who are qualified as defined below to perform

Boat Operations, shall receive an assignment pay of two and one-half percent (2½ %) which shall be added to the base rate of pay.

b. This incentive shall be additive and not compounded.

c. Employees who promote or transfer out of a Boat company mentioned above shall no longer be eligible to receive the Boat assignment pay.

d. Employees who no longer possess an active Boat Operator certificate shall not be eligible to receive the Boat Operations assignment pay and shall be reassigned.

e. To be eligible for future assignment to a Boat company upon promotion or transfer, only those employees who possess an active Boat Operations certificate shall be eligible. Seniority shall be a primary consideration and an employee may only be passed over for cause.

f. Shift trades into a Boat company may be accomplished only by equal rank and only by those employees who possess an active Boat Operations certificate.

#### 14.8 MEDICAL QUALITY ASSURANCE TRAINING PAY

a. Employees in the classification of Firefighter (PAR) assigned by the Department to support the Emergency Medical Service (EMS) program shall be paid Medical Quality Assurance Pay. The incentive shall be at the rate of nine and one-half percent (9½ %) of base pay.

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.

### **ARTICLE 15 – PHYSICAL PERFORMANCE EXAMINATIONS**

#### 15.1 PHYSICAL PERFORMANCE EXAMINATIONS

Employees hired on or after June 30, 1990, shall be required, as a condition of continued employment, to pass on an annual basis a physical performance test. Refusal to take the required testing or failure to pass the physical performance test shall subject such employee to disciplinary action, up to and including termination. This provision does not apply to Fire Prevention Officers.

### **ARTICLE 16 – LEAVE BENEFITS**

#### 16.1 SICK LEAVE

a. A full-time employee shall accumulate sick leave credits at the rate of one day per month (5 hours, 36 minutes for fire suppression personnel and 4 hours for all other employees in 24 pay periods on the first two payday of each month) of employment

which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation.

b. An employee in active service of the City eligible to accumulate sick leave credits shall in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

c. Notwithstanding the above, an employee, otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance in writing of such election no later than January 1 of each year.

d. Upon termination of any employee eligible to accumulate sick leave credits for reasons of retirement, resignation, or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of two (2) year's service, shall be eligible for payment of any portion of accumulated sick leave credits.

e. Any employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

f. No payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

g. The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all eligible employees.

## 16.2 VACATION ADMINISTRATION

- a. These rules attempt to accomplish two primary things:
  - (1) Control number of employees off at any given time;
  - (2) Assure all employees of the best possible vacation dates available.
- b. The vacation schedule shall operate on straight seniority (when the employee entered the Fire Department Unit). 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.
- c. Seniority will be in the complete platoon.
- d. The employee will select vacation at a minimum of one full shift (24 hrs) for the current vacation year. Each vacation pick shall be made in consecutive shifts. Prior year vacation will be selected after all current year vacation selections have been completed. Employees with Personal Time Off (PTO) will select after all vacation calls are completed.
- e. Vacation Allowances
  - (1) During the first calendar year of employment, and after the completion of at least six (6) months of service, employees shall be entitled to a vacation allowance on a pro rata basis of ten (10) days (112 hours for suppression) per year for the number of months worked prior to the beginning of the first calendar year.
  - (2) Upon the completion of one calendar year and continuing thereafter through the fifth calendar year of employment, all employees shall be entitled to a vacation allowance of ten (10) days (112 hours for suppression) per year.
  - (3) Upon the completion of five (5) calendar years and continuing thereafter through the fifteenth calendar year of employment, all employees shall be entitled to a vacation allowance of fifteen (15) days (168 hours for suppression) per year.
  - (4) Upon the completion of fifteen (15) calendar years of employment and continuing thereafter, all employees shall be entitled to a vacation allowance of twenty (20) days (224 hours for suppression) per year; provided, further that such employees so qualified to receive twenty (20) days (224 hours for suppression) of yearly vacation shall have the option to be exercised not later than the first day of December each year, to receive pro rata payment for five (5) days (56 hours for suppression) of such vacation in lieu of using such five (5) days (56 hours for suppression) for vacation purposes.

f. The value of a vacation day is as set forth in Section 9.1 of this Agreement.

(1) Trading vacation periods will not be permitted.

(2) The maximum number of fire suppression employees scheduled to be on vacation each shift shall be fifteen (15). The maximum of fifteen (15) shall be adjusted by one each January 1 thereafter for each change of twenty-five (25) budgeted positions in the bargaining unit in fire suppression on January 1, with four hundred eighty nine (489) as the base number.

g. An employee who is on industrial injury during the scheduled vacation period shall have the right to select a new vacation period upon return to work as determined by the employee's seniority rights during the past annual vacation sign-up. If a mutual agreement cannot be reached, the employee shall be allowed to reschedule said vacation during a time in the remainder of the year, of which said employee would have available by seniority, during the normal course of vacation scheduling or said employee shall be allowed to reschedule his/her vacation during the course of the following year after all normal vacations have been scheduled. Said employee's choice of rescheduled vacation time shall be that of which his/her seniority would have provided during the previous year. The intent of this provision is to give the affected employee another opportunity to select a new vacation period without placing that employee at a seniority advantage or disadvantage.

h. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "Section 4850 time", and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested.

### 16.3 COURT LEAVE

#### a. General

(1) When an employee is absent from work to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to serve jury duty. Fire suppression personnel who are required to be on telephone alert and who are directed to report to work at a fire station shall not be required to respond to calls between the hours of 8:00 a.m. and 3:30 p.m. An extra fire suppression employee shall be added to the fire station

during the period when an employee is on telephone alert and is not required to respond to calls or when called to jury duty. Pay for such work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

- (2) To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.

b. 40-Hour Week Personnel

If a swing shift or graveyard shift employee has served in excess of four (4) hours on jury duty, he/she will notify his/her supervisor in advance of his/her start time so he/she can be excused from his/her shift. If the employee is on jury duty less than four (4) hours, he/she will be required to work.

c. 24-Hour Shift Personnel

- (1) If the jury duty occurs on the same day as the employee's scheduled duty assignment for the Fire Department, the employee will report same to his/her immediate superior and report directly to the assigned jury duty location. Upon release from jury duty for the day, the employee will report to his/her assigned duty station for the remainder of the shift.
- (2) If the employee is required to report for jury duty on the day following his/her assigned Fire Department duty shift, he/she shall be released from duty ten (10) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.
- (3) When an employee is on jury duty for the entire day, is released from jury duty by the court after 4:30 P.M. and is scheduled to return to jury duty the following day, the employee shall not be required to report to his/her assigned duty station for the remainder of the shift. If, however, the employee is released by the court prior to 4:30 P.M. the employee shall report to his/her assigned duty station and shall thereafter be released from duty ten (10) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty on the following day.

#### 16.4 COURT LEAVE - NON-DUTY RELATED

a. When an employee is absent from work to respond to a subpoena from a court of competent jurisdiction to serve as a witness in a matter in which the employee is not a party, the following release provisions shall apply.

b. The employee is to notify their supervisor of the subpoena on the next regularly scheduled shift after receipt of the subpoena and to contact the subpoenaing party to determine the date and time it is necessary to be present in court to testify. The employee will notify the supervisor of the time scheduled to testify and will be released as follows.

c. The employee shall return all witness fees and remuneration received, less transportation allowance, to the City.

d. Non-twenty-four (24) hour shift personnel will be released from duty at the time they are scheduled to appear to testify. If the employee is assigned to a swing or grave shift, release time shall be considered on a case-by-case basis. It is the intent of this Section to ensure the employee receives sufficient time to be properly rested in order to appear in court.

e. Twenty-Four (24) Hour Shift Personnel

(1) Twenty-four (24) hour shift personnel shall report to their assigned duty station at the beginning of the shift unless the subpoena requires the employee's attendance in court at a time near the beginning of the shift. In such cases, the employee may be excused from reporting to his/her assigned duty station by the Department on a case-by-case basis.

(2) Twenty-four (24) hour shift personnel shall be released from responding to calls and provided reasonable travel time in order to arrive at the court at the specified time. An extra fire suppression employee shall only be added to the fire station if the employee is expected to be absent for more than four (4) hours.

(3) If the employee is required to appear to testify on the day following a duty shift, the employee will be released from duty ten (10) hours prior to the time he/she is scheduled to appear.

#### 16.5 PREGNANCY DISABILITY LEAVE

Effective April 1, 1996, the pregnancy disability benefit shall be applicable to female employees as follows:

a. Full-time career non-suppression employees who are pregnant shall be eligible for a maximum City-paid pregnancy disability leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Full-time career

suppression employees who are pregnant shall be eligible for up to two hundred twenty-four (224) hours of continuous City-paid time off during the four (4) week pregnancy disability leave. Part-time career employees who are pregnant shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week pregnancy disability leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid pregnancy disability leave.

b. To be eligible for the paid leave the employee must have completed at least 2,080 hours of service (2,912 hours of service for fire suppression employees) from the most recent date of hire preceding the request for pregnancy disability leave.

c. To obtain pregnancy disability leave, the employee shall submit a request for time off and verification of medical disability for the duration of such leave.

d. Upon return from pregnancy disability leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

e. In addition to pregnancy disability leave, an eligible female employee may request parental leave for a maximum four (4) months by utilizing accrued and available hours of vacation, CTO, holiday, sick leave, and/or unpaid leave.

## 16.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or CTO hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

b. All donations shall be made and accepted in writing using City-provided forms.

c. The donation in any category must be a minimum of eight (8) hours of usable time.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire Suppression (40 hours) schedule shall be adjusted by a factor of 1.4 to 1.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.

g. To be eligible to use donations, an employee must:

- (1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;
- (2) have exhausted all usable balances, including sick leave;
- (3) be on an approved leave of absence.

h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

- (1) All leave balances, including both donated and accrued leave, are exhausted; or
- (2) The employee returns to work at his/her normal work schedule; or
- (3) The employee's employment terminates.

i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

k. Used donated leave time shall be subject to the recipient's normal payroll deductions.

l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.

## 16.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave or forty-eight (48) hours for suppression. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

- b. Personal leave shall be posted in January of each applicable year.
- c. Use of the personal leave shall not cause overtime.
- d. Personal leave shall not accumulate from calendar year to calendar year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the department may approve carry-over to the next year. In all other cases the time shall be forfeited.
- e. An eligible employee who wishes to use accrued personal leave shall submit a request to use their personal leave no later than ninety-six (96) hours in advance. Personal leave may be used at the employee's discretion in the fiscal year on days when the maximum vacation allotment is not exceeded. Vacation requests shall be considered first. Personal leave requests will be approved based on dates available after vacation approval.

#### 16.8 BEREAVEMENT LEAVE

An employee may receive up to three (3) days or two (2) suppression or investigator shifts, as applicable, of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

### ARTICLE 17 – SPECIAL ALLOWANCES

#### 17.1 OUT-OF-CLASSIFICATION

- a. When a temporary vacancy or vacancies arise above the classification of Firefighter, and it has been predetermined that said vacancy or vacancies will not exceed four (4) hours, the Fire Chief may make out-of-classification assignments to the higher classification from personnel within the affected station. During such out-of-classification assignments the individual so assigned shall receive the salary of the first step of that higher classification or five percent (5%) of the employee's regular base salary, whichever is greater but not to exceed the maximum of the higher classification.
- b. Vacancies exceeding four (4) hours shall be filled in accordance with the provisions of Section 11.5, Overtime and Call-Back Pay.
- c. For the purposes of training the classification of Firefighter only, vacancies exceeding eight (8) hours shall be filled in accordance with the provisions of Section 11.5, Overtime and Call-Back Pay.
- d. If there is a certified eligibility list for the classifications of Fire Captain and Fire Engineer, the out-of-classification assignment to these classifications will be limited to the first sixty (60) candidates on the eligibility list.

## 17.2 MILEAGE

a. When employees are ordered by the City to drive their own four-wheeled vehicles on details or assignments, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, they shall be compensated at the Internal Revenue Service (IRS) rate.

b. The City shall provide parking at the parking lot behind the 13th and "I" Building for Fire Suppression employees assigned to Station #2.

## 17.3 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, fees, excluding parking, up to a maximum of \$1500.00 per calendar year, pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an education incentive program.

# ARTICLE 18 – LAYOFFS

## 18.1 LAYOFFS

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 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 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 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 he/she has been demoted. An employee who bumps to a lower classification shall be assigned to a fire station as determined by Fire Administration.

b. An employee may accept layoff in lieu of the opportunity to bump by notifying the Office of Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a bump, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

c. In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of layoff as stated on the layoff notice.

d. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical and dental plans for a period up to six (6) months by advanced personal remittance for each month's total premium for the cost of such coverage at the time of layoff.

e. When vacancies occur within five (5) years thereafter, such reduced and/or laid off employees shall be given the opportunity to be rehired or advanced to their former classification from the established layoff eligibility list on the basis of seniority and prior to the employment of any new employees; provided, however, that such reduced or laid off employees meet the physical and other qualifying standards in effect at the time they had been previously appointed to the classification into which they seek to be returned. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, the employee will be merged with employees on the established layoff eligibility list based upon seniority. If any such reduced or laid off employees fail to report for duty within thirty (30) days after the mailing to him/her of a written notice by registered mail to the last known address, he/she shall lose his/her right to be rehired or advanced hereunder.

f. Employees who are laid off in the classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, Fire Investigator I and II, 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 his/her 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 he/she was 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.

g. An employee who voluntarily demotes shall have no bumping or recall rights to the classification from which he/she demoted.

h. A probationary Firefighter 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 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 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.

i. Probationary employees in the classifications of Fire Battalion Chief, Fire Captain or Fire Engineer who are laid off or downgraded in lieu of layoff shall be recalled the same as permanent career employees in the classification, pursuant to subsection (e) above.

j. When a laid off or downgraded probationary employee in the classification of Fire Battalion Chief, Fire Captain or Fire Engineer is recalled to the classification from which he/she was laid off, if the employee is recalled within six (6) months from the date of layoff, he/she shall be required to serve the balance of the probationary period; if recalled between six (6) months and twenty-four (24) months from the date of layoff, he/she shall be required to serve the balance of the probationary period or three (3) months, whichever is greater; and if recalled between twenty-four (24) months and within five (5) years from the date of layoff, he/she shall be required to serve a new probationary period of six (6) months.

k. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

## **ARTICLE 19 – DEPARTMENT SENIORITY LIST**

### **19.1 DEPARTMENT SENIORITY LIST**

a. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Fire Department as full-time employees in the Fire Department Unit. 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 Firefighter eligibility list in the case of firefighting personnel.