

b. Lateral employees shall begin accruing classification seniority based on the date of appointment to the classification and shall include time spent in the training academy. In the event a classification seniority tie must be resolved, the tie shall be broken based on the scores established and assigned to the employee on the eligible list used to offer employment and to make the appointment of the lateral hire. If two (2) or more employees were assigned identical scores on the eligible list, the tie shall be broken by a coin toss.

c. Employees taken over by the City from other fire departments as a result of absorbing such department shall be placed on the seniority list in accordance with the date they were first placed on the payroll of such fire department as full-time employees. City agrees that it will not take over on a permanent basis more employees from an acquired department than the number that can reasonably be absorbed to perform the work that will within a reasonable time be available after acquisition of the department. If under this provision two (2) or more employees shall have identical seniority, preference in placement on the list shall be determined by chance method.

d. Place on the seniority list shall not be affected by leaves of absence duly granted for medical reasons where such medical disability was incurred in the course and scope of the employee's official duties.

e. A correct copy of the seniority list as of January 1 of each year shall be provided to the Union in March of each year, and a currently correct copy made available for inspection at reasonable times to employees upon request.

f. Persons hired from reemployment lists shall have seniority accumulated up to the date of resignation included in determining their placement on the departmental seniority list. The period between the last day of work as a career employee because of a resignation, and the first day of work after reemployment, shall not be included when establishing an adjusted seniority date. The employee shall serve a new twelve (12) month probationary period as provided by the Civil Service Board Rules and Regulations and be assigned to the Detail Pool. Upon successful completion of the new probationary period, the employee shall be placed on the departmental seniority list in the classification in which reemployed.

ARTICLE 20 – TRANSFERS

20.1 REQUESTS FOR TRANSFER

The station transfer policy shall be as follows:

a. It shall be within the discretion of the Fire Chief or his designee to make any station transfer as in his judgment will best meet the organizational, operational and personnel needs of the Department and the stations and shifts involved. All permanent transfers shall be in writing and, except for emergencies, there shall not be less than twelve (12) calendar days between an employee's receipt of written notification and the

effective date of a permanent transfer from one permanently-assigned fire station and/or shift to another.

b. Provided, however, that the Chief or his designee shall not exercise this right in an arbitrary and capricious manner, and provided further that with respect to a vacancy caused by retirement, death, removal, resignation or promotion, a notice of any such vacancy shall be posted on employee bulletin boards at all stations at least two (2) weeks before such vacancy shall be regularly filled. Employees qualified for such vacancy may then make a request through the chain of command to the Chief or his designee to be assigned to such vacancy, which requests shall be considered in making the assignment. Seniority in rank shall be the prime factor in transfer assignments. The Chief, or his designee, shall advise in writing on the transfer request card those employees who had requested but not received the assignment as to the reason or reasons for his/her having been denied that assignment.

c. A vacancy or vacancies resulting from an assignment made hereunder shall not be subject to this procedure.

ARTICLE 21 – DETAIL POOL

21.1 DETAIL POOL

a. The detail pool shall consist of personnel arranged by seniority. The detail assignments shall be made in order of reverse seniority.

b. After completing basic recruit training, probationary employees shall be assigned on a rotating basis to a specific crew for increments not to exceed four (4) months during the first year for proper training and evaluation. When a permanently assigned employee is displaced by a temporarily assigned trainee, the permanent employee will be assigned on a temporary duty assignment to another company for a period not to exceed two (2) months. At the end of this assignment, the permanent employee will return to his/her original assignment. For purposes of this Article, no company on any given shift shall be utilized for training of probationary employees in excess of four (4) months during any twelve (12) month period. After the completion of their probationary period, employees would enter the detail pool for normal operations and in order of reverse seniority.

c. The personnel in this pool shall be housed by seniority according to Company priority. The employees with the least seniority shall be housed at the Company with the lowest priority. Once through the detail pool, personnel will not normally be detailed.

ARTICLE 22 – SAFETY AND HEALTH

22.1 SAFETY

a. The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the areas of working conditions from any employee or the Union; and the employees and the Union agree that they will afford their safety recommendations and ideas to the City.

b. The City shall take all reasonable and readily available precautions when employees' assigned duties are performed under generally known extraordinarily life endangering conditions not normally associated with firefighting and fire safety and prevention activities.

c. To the extent reasonably ascertainable by the City, firefighting equipment provided and maintained by the City shall be reasonably safe and adequate for its normal and intended use. Provided however that nothing herein is to be construed to mean that the City assumes the liability of any other party, or waives any rights, defenses to liability or causes of action that it may have in law or equity.

d. Fire Investigators for Arson Investigation shall be provided portable Handi-Talkies for direct verbal communication with the Alarm Station at all times.

22.2 JOB-RELATED INJURIES

a. When an employee incurs a job-related injury and is examined or treated by a City-assigned physician, all subsequent examination/treatment shall be scheduled on the employee's duty time, or the employee shall be paid at the rate of time and one-half for a minimum of three (3) hours pay.

b. Exceptions to this policy are limited to the following: (1) while the employee is disabled from said injury and is unable to perform his/her assigned duties; (2) while the employee has control of the choice of physician or schedule; or (3) when the employee requests or arranges a non-duty time appointment.

22.3 LIGHT OR LIMITED DUTY

In the event an employee is unable to perform his/her duties as a result of an injury, he/she shall be assigned to "light or limited" duty as authorized to do so by the City-assigned physician or employee's choice of physician, and upon the needs of the department. In no event, however, shall an employee return to "light or limited" duty in connection with an off-the-job injury or illness unless authorized to do so by a City-assigned physician. When assigned to "light or limited" duty, he/she shall be assigned to such duties that he/she is capable of performing on an eight (8) hour day, forty (40) hour

week, Monday through Friday. In no event shall such assigned employee be required to work more hours per week than on his/her regularly assigned shift.

22.4 DISPUTES: ON-THE-JOB INJURIES

a. In the event the employee disagrees with the opinion of the City-assigned physician to either return the employee to work on a "light or limited" duty basis or not to return on a "light or limited" duty basis, he/she shall have the right to have an examination by another physician of the employee's choice.

b. In the event that the two physician's opinions are in conflict, a third opinion shall be obtained by a physician mutually acceptable to both parties. The third opinion shall be binding.

22.5 GENERAL

a. Nothing contained herein shall be construed as adding to, or subtracting from, any rights or provisions given the employee by the State Labor Code.

b. Costs of all examinations shall be borne by the City only in connection with the injuries incurred on the job. In cases where the employee is directed to a City-assigned physician, costs of such examination shall be borne by the City.

22.6 EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

When an employee has been exposed to a contagious disease during the course and scope of his/her employment, the nature and circumstances of such exposure shall be promptly reported through the Fire Captain to the Fire Battalion Chief, who after such medical investigation as he/she deems appropriate, shall advise the Fire Captain whether the employee should be requested to remain off-duty for an appropriate period of quarantine. In such event the employee will be compensated for his/her regularly-scheduled shifts in the normal manner and will not be charged for sick leave.

22.7 MEDICAL EXAMINATIONS

a. If the City institutes disability retirement without the consent and concurrence of the employee or reassigns the employee out of the Fire Department or otherwise acts to terminate, reduce in rank, remove or otherwise significantly adversely change his/her conditions of employment because of medical reasons, such employee shall be granted reasonable time off with pay for medical examination by a doctor of the employee's choice at the employee's expense.

b. If the City expressly requires an employee to secure other than a Class C driver's license, the related medical examination shall be scheduled during the employee's on-duty time.

ARTICLE 23 – RETIREMENT

23.1 CITY-PAID PERS RETIREMENT CONTRIBUTION

Effective June 27, 1992, the City shall pay up to nine percent (9%) of the member's contribution to the PERS Retirement Plan which shall be credited to the member's PERS contribution account.

23.2 PERS RETIREMENT PLAN

Fire safety employees are covered by the following Public Employees Retirement System (PERS) plans:

Tier I

- Modified 3% at age 55
- One-year highest compensation
- 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Employer Paid Member Contribution by resolution
- Sick leave conversion

Tier II

- Modified 3% at age 55
- One-year highest compensation
- 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Employer Paid Member Contribution by resolution
- Sick leave conversion

Tier III

- Modified 3% at age 55
- One-year highest compensation
- 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit

- Employer Paid Member Contribution by resolution
- Sick leave conversion

ARTICLE 24 – TRANSPORTATION

24.1 SACRAMENTO REGIONAL TRANSIT DISTRICT (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

24.2 OTHER BUS TRANSPORTATION

Eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed \$120.

24.3 DOWNTOWN PARKING SUBSIDY

a. The City shall provide a \$70 per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area who do not have free parking. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a \$50 per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

b. Effective July 2009, the City shall provide a \$90 per month parking subsidy; eligible part-time career employees will receive a \$60 per month parking subsidy.

24.4 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces on the fifth and sixth floors of Lot "I" at seventy percent (70%) of the regularly monthly Lot "I" rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

24.5 DRIVER LICENSE REQUIREMENTS

a. Effective April 1, 1992, or upon individual renewal, whichever occurs first, incumbent employees shall possess valid California driver licenses and endorsements as follows:

<u>Classification</u>	<u>Driver License</u>	<u>Endorsement</u>
Fire Battalion Chief	C	None
Fire Captain	C	None
Fire Engineer	B*	Tank Vehicle
Firefighter	B*	Hazardous Material and Tank Vehicle
Fire Investigator II/I	C	None
Fire Prevention Officer II/I/Trainee	C	None
Senior Fire Prevention Officer	C	None

*A restricted license as permitted by Section 15250.5 of the California Vehicle Code may be substituted. All licenses must allow operation of vehicles equipped with air brakes and/or manual transmissions.

b. Fire Captains who work overtime in a classification having a higher driver license requirement and/or endorsements must have such license and endorsements in order to be eligible for the overtime work.

c. Employees who drive vehicles which require a Class "A" license must possess such license.

d. As required in subsection (a), a Firefighter who is unable to qualify for a Class "B" license with required endorsements, for other than medical reasons, but is able to maintain a Class "C" license shall not be eligible for call-back overtime and shift trades until such time as he/she obtains a Class "B" license and required endorsements. For a Firefighter who is unable to qualify for a Class "B" license for medical reasons, the City shall attempt to make reasonable accommodation.

e. As required in subsection (a), a Fire Engineer who is unable to qualify for a Class "B" license with required endorsements but is able to maintain a Class "C" license, shall be temporarily demoted to Firefighter and the provisions of subsection (f) above shall apply. In the event the demoted employee obtains a Class "B" license with required endorsements within ninety (90) calendar days from the date of demotion, or one hundred eighty (180) days if unable to qualify for health reasons, such employee shall be reinstated as a Fire Engineer at the same step in the salary range that he/she occupied prior to demotion. Failure to qualify within these time limitations may result in disciplinary action pursuant to the Rules and Regulations of the Civil Service Board. Such disciplinary action shall not be subject to the grievance procedure.

ARTICLE 25 – DISCIPLINE

25.1 EMPLOYEE RIGHTS

This section recognizes that the Firefighters Procedural Bill of Rights Act (California Government Code 3250 et seq) applies to Firefighters, Fire Engineers, Fire Captains and Fire Battalion Chiefs; that the Public Safety Officers Procedural Bill of Rights Act (California Government Code 3300 et seq) applies to Fire Investigators; and that Fire Prevention Officers are covered under applicable State and Federal law.

When an employee is the subject of an investigation or fact-finding that could lead to discipline, consistent with those rights mentioned above the interview/interrogation of that employee shall be conducted under the following circumstances:

a. The employee shall be advised that he/she has the right to Union representation at the interview/interrogation and shall be given a reasonable amount of time to contact and obtain representation. The representative shall not be a person subject to the same investigation. This section shall not apply to any interview of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by a supervisor, or an investigation concerned solely and directly with alleged criminal activities.

b. The interview/interrogation shall be conducted at a reasonable hour, preferably when the employee is on duty, and if during off-duty hours the employee shall be paid overtime unless the employee waives such overtime to accommodate his/her representative.

c. The employee shall be informed of the nature of the investigation or fact-finding part of the interview so that the employee may prepare for it.

d. The employee being interviewed/interrogated shall not be subjected to offensive language or threatened with discipline except to be informed that failure to answer questions directly related to the investigation or fact-finding may result in disciplinary action for insubordination.

e. The interview/interrogation of an employee may be recorded by the Department and/or by the employee or representative and shall have the right to bring their own recording device and record any and all aspects of the interview. The employee shall have access to the tape if any further proceedings are contemplated or prior to any further interview at a subsequent time.

f. If, prior to or during the interrogation of a firefighter, it is contemplated that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights. The Department shall provide to the firefighter a formal grant of immunity from criminal prosecution before he or she may be compelled to respond to questions related to a criminal offense.

g. No employee shall have any adverse comment entered into his/her personnel file without the opportunity to read and sign it. The employee shall have 30 days to file a written response to any adverse comment and the written response shall be attached to the adverse comment.

h. No employee shall be compelled to submit to a polygraph examination.

i. Lockers or other space for storage that are owned or leased by the Department are subject to search, although no employee shall have their locker, or other space for storage that may be assigned to them searched except in their presence, or with their consent, or unless a valid search warrant has been obtained or where the employee has been notified that a search will be conducted.

j. With certain exceptions, no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the department's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct.

k. No employee shall be subjected to punitive action, or denied promotion, because of the exercise of the rights listed above.

l. Nothing in this section shall constitute a waiver, limitation or reduction of any member's rights under Federal law, California law, or City and Departmental policies.

25.2 REMOVAL OF DISCIPLINARY RECORDS

a. It shall be the policy of the Sacramento Fire Department that all records of disciplinary action contained in personnel files be removed as follows subject to the following criteria:

- (1) Oral reprimand - after twelve (12) months.
- (2) Letters of reprimand - after eighteen (18) months from date of effect.
- (3) Suspensions [two (2) shifts or less] - after five (5) years from date of effect. Includes withholding of in-grade increase, grade reduction and paid time-off taken in lieu of suspension.
- (4) Suspensions [three (3) shifts or more] - after ten (10) years from date of effect. Includes withholding of in-grade increase, grade reduction and paid time-off taken in lieu of suspension.
- (5) Demotions - after ten (10) years from date of effect.

b. It is understood that time periods described in subsection (a)(1) above shall restart the removal date if the employee has any further disciplinary action.

c. It is understood that disciplinary documentation placed in the employee's personnel file shall be subject to the removal provisions of this Article.

d. The provisions of this Article will be subject to all requirements as described in government codes, City codes and resolutions.

25.3 APPEAL OF LETTERS OF REPRIMAND

A letter of reprimand issued shall not be appealable to the Civil Service Board, except the employee shall have an administrative review of the reprimand by submitting a request in writing within seven (7) days of issuance to the Director of Labor Relations. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. Time limits may be extended by mutual agreement between the Director or designee and the Union. This Section shall not be subject to the grievance procedure. For removal of Letters of Reprimand refer to Section 25.1.

25.4 DISCIPLINE APPEALS REFERRED TO ACCELERATED ARBITRATION PROCEEDINGS OR FORMAL ARBITRATION PROCEEDINGS

a. This arbitration process shall be the exclusive appeal procedure applicable to employees who have completed the probationary period.

b. The term "parties" as used in this Agreement are the City and the Union. If an individual employee covered by this Agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the appeal process shall default to an Administrative Law Judge (ALJ) hearing under the Civil Service Board Rule 12.10. An employee rejecting the ALJ hearing and choosing to pursue their appeal through the arbitration process will assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator and the court reporter if used as outlined in subsection (c) below.

c. The fees of the arbitrator, the court reporter, if used, and the transcript shall be shared equally between the City and the Union or the employee if the employee is pursuing the appeal on his/her behalf. If the arbitrator requests a copy of the transcript, the cost shall be shared equally between the City and the Union or the employee if the employee is pursuing the appeal on his/her behalf.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Either party may request mediation. If the parties agree to mediation, they will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.

e. The Director of Labor Relations or designee, and the Union President or designee, shall meet each month at a regularly scheduled time to review the appeals which the Union desires to arbitrate. The parties shall discuss the merits of all appeals

and strive to identify those appeals the parties mutually agree should be resolved through the Accelerated Arbitration Process, and the appeals that should be resolved through the Formal Arbitration Process. Appeals that will be heard through the arbitration process shall be in writing and shall include the issue(s) submitted, stipulation of facts, modifications of the hearing procedures, if any, and the date of arbitration.

25.5 ACCELERATED ARBITRATION PROCESS

a. Accelerated Arbitration shall consist of a three-member panel, the Union President or designee, the Director of Labor Relations or designee, and a neutral arbitrator which shall be mutually selected by the parties.

b. The mutually agreed upon neutral arbitrator shall serve a one-year term. In the event of the mutually selected neutral arbitrator's resignation or continued unavailability, the parties shall meet promptly to agree upon a successor. Either party may request a change in arbitrator by giving a sixty (60) day notice in writing to the other party. Each party may only request a change of arbitrator once in a one-year period.

c. The Accelerated Arbitration Panel shall meet monthly at a regularly scheduled time, on such days as may be scheduled by mutual agreement, to resolve cases which have been referred to Accelerated Arbitration. Hearings shall alternate between City and Union offices or at a mutually agreed-upon neutral location.

d. The Accelerated Arbitration Panel shall hear whichever case(s) the parties mutually agreed to schedule for that hearing date. In the event the parties begin, but do not complete a case scheduled for a particular hearing date, the Arbitration Panel at the next regularly scheduled Accelerated Arbitration hearing shall complete such case. Any case which cannot be initiated at the scheduled date shall be rescheduled by mutual agreement.

e. The hearing shall be conducted pursuant to the procedures of Rule 12.1 through 12.8 of the Rules and Regulations of the Civil Service Board. The Accelerated Arbitration Panel shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of the Agreement. The Accelerated Arbitration Panel may only sustain, modify, or deny the discipline appealed.

f. The parties agree that the decision of the majority of the Accelerated Arbitration Panel shall be final and binding on both parties. The parties agree that the Accelerated Arbitration Panel's decision shall become the jointly recommended proposed decision to the Civil Service Board. Any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Sections 1286.2 of the California Code of Civil Procedure.

g. The Hearing Process

- (1) Each party shall have one and one-half (1-1/2) hours to present its case, including whatever time it takes to reserve for rebuttal, unless otherwise modified by the parties in writing in advance of the hearing or as so modified by the neutral arbitrator. The presentation of evidence shall be made by submitting a statement of facts stipulated by the parties and/or the presentation of witness and documentary evidence. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon the request of either party. After the parties have presented the evidence, each party shall have an opportunity for oral argument before the Accelerated Arbitration Panel for a period of not more than fifteen (15) minutes. No written briefs shall be submitted.
- (2) Following each case, the Accelerated Arbitration Panel shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award.
- (3) The neutral arbitrator shall announce the award orally to the parties, including the grievant. The award shall be documented at the hearing but shall not include a written opinion. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon request of either party.
- (4) The award shall be final and binding upon both parties, but shall not be used as a precedent in any other case. The parties shall share the fees and expenses of the neutral arbitrator, court reporter if used, and transcripts equally. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline arbitration hearing held pursuant to this procedure. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

25.6 FORMAL ARBITRATION PROCESS

a. The Formal Arbitration Board shall consist of three (3) persons, one appointed by the Union and one appointed by the City. The two (2) so appointed shall mutually select a qualified arbitrator. Such appointments shall be made and each party shall notify the other of their respective appointment within ten (10) calendar days from the date the matter was appealed to the Formal Arbitration Board. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike alternately two (2) names from the list

and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

b. The issue to be submitted to the Formal Arbitration Board shall be limited to the appeal submitted in writing and the response of the City thereto, and unless otherwise agreed in writing, the jurisdiction of the Formal Arbitration Board shall be limited to the determination of said issue. The Formal Arbitration Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of the Agreement.

c. The rulings of the Formal Arbitration Board with respect to the procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties.

d. The hearing shall be held at a mutually agreeable location, which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

e. The hearing shall be conducted pursuant to the procedures of Rule 12.1 through 12.8 of the Rules and Regulations of the Civil Service Board.

f. The Formal Arbitration Board's decision, and opinion if any, shall be in writing and shall be submitted within ten (10) calendar days from the conclusion of the hearing unless such time is extended by a majority of the Formal Arbitration Board. The decision of the majority of the Formal Arbitration Board shall be final and binding on the parties.

g. The parties agree the arbitrator's decision becomes the basis for a settlement agreement which shall be prepared within ten (10) days of receipt of the arbitrator's decision, and which shall withdraw and resolve the appeal consistent with the award.

25.7 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a six (6) month period beginning with the first day the employee reports to work or until the employee has worked one thousand forty (+1,040) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

25.8 EMPLOYEE PERFORMANCE COUNSELING

a. The Fire Department shall have the right to conduct performance counseling of employees at Step 10/E on a trial period basis. The trial period will run through December 31, 1992, and will be extended on an annual basis unless either party serves written notice of intent to terminate on the other party thirty (30) calendar days prior to December 31 of any year starting in 1992.

b. Employees shall be counseled at least annually.

c. A career employee who disagrees with a performance counseling may within ten (10) workdays from the date of the counseling:

(1) Write a rebuttal statement for attachment to the performance counseling form; or

(2) Informally appeal to the supervisor of the reviewer, but in no case higher than the department head.

d. Performance counselings are not subject to the grievance procedure.

e. The performance counseling form shall be maintained in the personnel file of the employee's Fire Battalion Chief or equivalent for one year from the date of the counseling meeting. Thereafter, it shall be removed and returned to the employee.

f. Performance counseling reports shall not affect terms and conditions of employment.

25.9 PROBATIONARY PERIOD EXTENSION

a. If, prior to the completion of the probationary period of a new employee, a problem is identified which would result in a decision by the Department to release the employee from the probationary position, the Department may, at its discretion, extend the probationary period for a fixed period of time, not to exceed an additional six (6) months.

b. If the Department elects to extend the probationary period, the specific problem(s) that are the basis for the Department's decision not to pass the employee on probation shall be provided to the employee in writing. The Department shall provide the employee appropriate remedial training and sufficient time to correct the deficiencies.

c. The Department shall notify the Union of the decision to extend the probationary period.

ARTICLE 26 – MISCELLANEOUS

26.1 NON-DISCRIMINATION

The Union and the City agree not to discriminate against any employee for Union activity, race, color, age, sex or national origin under the terms and provisions of this Agreement.

26.2 REPAIR OR REPLACEMENT OF DAMAGED ITEMS OF PERSONAL PROPERTY

The City agrees to reimburse employees in the Fire Department Unit for the repair or replacement of personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, in accordance with the Policy provisions attached hereto and incorporated herein as Exhibit "C".

26.3 SAVINGS CLAUSE

If any Article or provision of this Agreement or any portion thereof is in conflict or inconsistent with applicable laws or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction such Article or provision or portion thereof shall be suspended and superseded by such applicable law and the remainder of such Article, provision or portion thereof of the Agreement shall not be affected thereby.

26.4 FIRE RECRUIT

The City shall have the right to establish a non-career, unrepresented classification of Fire Recruit.

26.5 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from usable vacation or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

26.6 STATION EXPENSES

a. The City will pay two hundred dollars (\$200) per year per person assigned to Fire Suppression for station expenses.

b. The City will also provide an additional three hundred dollars (\$300) for each single company house per year.

c. The money shall be used by the company officer(s) to purchase necessary equipment and provide ordinary maintenance for the station.

d. The allowance will be administered through the normal City purchasing procedures.

e. The current City practice of providing and maintaining the station building and major appliances will continue.

f. Items purchased with the station expense allowance will be the property of the City.

g. Any current balance at the end of the fiscal year may be carried over to the following year.

h. The house fund may advance the purchase cost and request reimbursement from the station allowance.

i. Items not listed below must be approved by the Fire Battalion Chief.

j. The following items do not require prior authorization for purchase:

- (1) Flatware, dishes, glasses, cups
- (2) Cookware, kitchen appliances
- (3) Furniture, household furnishings
- (4) Small household appliances
- (5) Cleaning equipment and supplies

- (6) Maintenance equipment and supplies
- (7) Household tools and repair items
- (8) Yard and garden maintenance tools and supplies

k. The station allowance shall not be used for internet, cable, dish or other entertainment or subscription services, television sets, DVD players, video cassette players or video game players.

26.7 TERM

a. This Agreement shall remain in full force from December 20, 2008, to and including January 2, 2010, or until such time as it is superseded by a new Agreement between the parties, whichever occurs later.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: December 2, 2008

Sacramento Area Fire Fighters Union
Local #522
International Association of Fire
Fighters, AFL-CIO

City of Sacramento

BY: _____
Rick Schmiedt
President

BY: _____
Dee Contreras
Director of Labor Relations

Jed Kircher
City Vice President

Edward J. Takach
Labor Relations Officer

INDEX

8

8132 TIME.....2

A

ADMINISTRATIVE ASSIGNMENT PAY38
AGENCY SHOP.....5, 76
ALS ASSIGNMENT PAY.....35
AMBULANCE VACANCIES29
APPEAL OF LETTERS OF REPRIMAND.....61
APPEALS OF DISCIPLINE.....61
APPOINTMENT COMPENSATION RATE.....12
ARBITRATION
 Discipline.....62
 Grievances10

B

BENEFITS
 Amount of Contribution.....18
 Cash-Back.....19
 City-paid PERS Contribution56
 Covered Dependents18
 Flexible Spending Account.....19
 Health and Welfare.....17
 Health Savings Account21
 Life Insurance.....19
 Retirement.....56
 Survivor Dependent Benefits.....21
BEREAVEMENT LEAVE.....48
BI-WEEKLY WARRANTS AND DEDUCTIONS4
BOAT INCENTIVE39
BULLETIN BOARDS.....4
BUS TRANSPORTATION.....57

C

CALL-BACK PAY.....29
CASH-BACK.....19
CATASTROPHIC LEAVE.....46
CITY RIGHTS2
CLASSIFICATION
 Movement To Higher Class.....14
 Movement To Lower Class.....14
 Movement To Position In Same Class14
COMMUNICATION SYSTEM ANNOUNCEMENTS5
COMPENSATIONSee Salaries
CONTAGIOUS DISEASE.....55
CONTINUING EDUCATION AND LICENSE FEES ...37
COURT LEAVE NON-DUTY RELATED45

COURT LEAVE ON-DUTY43
COVERALLS28, 34
CTO25

D

DAILY HOUR VALUE21
DAMAGED PERSONAL PROPERTY.....66, 78
DEATH
 Survivor Dependents Benefits.....21
DENIAL OF STEP INCREASE12
DEPENDENTSSee Benefits
DETAIL POOL53
DISCIPLINE.....59
 Appeal of Discipline.....61
 Appeal of Letters of Reprimand.....61
 Arbitration.....62
 Employee Rights.....59
 Performance Counseling.....65
 Probation Period Extension.....65
 Removal of Disciplinary Records60
 Trial Period.....64
DISCRIMINATIONSee Non-Discrimination
DOWNTOWN PARKING57
DRIVER LICENSE REQUIREMENTS58

E

EDUCATIONAL REIMBURSEMENTSee Tuition
 Reimbursement
EMPLOYEE RIGHTS
 Fair Representation.....7
 Grievances9
 Union Dues7
EQUITY ADJUSTMENTS11
EXPOSURE TO CONTAGIOUS DISEASE55

F

FAIR REPRESENTATION7
FIRE EDUCATIONAL INCENTIVE34
FIRE RECRUIT.....66
FLEXIBLE SPENDING ACCOUNTS19
FLOATING HOLIDAYS26

G

GRIEVANCE PROCEDURE.....8
 Employee Rights.....9
 Informal Discussion.....9
 Step 1.....9

Step 2.....	10
Step 3.....	10
Step 4, Arbitration.....	10
Time Limits.....	8

H

HAZMAT INCENTIVE.....	38
HEALTH AND WELFARE.....	See Benefits
HEALTH SAVINGS ACCOUNTS.....	21
HIGHER CLASSIFICATION.....	14
HOLIDAYS.....	26
Fire Investigator I.....	25
Fire Suppression.....	21
Floating Holidays.....	26

I

INCENTIVE PAY	
Administrative Pay.....	38
ALS Assignment.....	35
Boat Incentive.....	39
Continuing Education and License Fees.....	37
Fire Educational Incentive.....	34
HAZMAT Pay.....	38
Medic Assignment Pay.....	36
Medical Quality Assurance Training Pay.....	40
Paramedic License Pay.....	35
Paramedic License Retention Pay.....	36
Preceptor Duty Pay.....	36
Rescue Incentive.....	39
INJURIES	
Industrial Disabled or Death.....	21
Light or Limited Duty.....	54

J

JOB-RELATED INJURIES.....	See Injuries
JURY DUTY NON-DUTY RELATED.....	45
JURY DUTY ON-DUTY.....	43

L

LAYOFFS.....	49
LEAVE BENEFITS/LEAVE TIME.....	See Time Off
LIFE INSURANCE.....	19
LIGHT OR LIMITED DUTY.....	54
LOCKERS.....	28
LONGEVITY PAY.....	15
LOWER CLASSIFICATION.....	14

M

MAXIMUM WORK PERIODS.....	29
MEAL TIME.....	28

MEDICAL EXAMINATIONS.....	55
MEDICAL QUALITY ASSURANCE TRAINING PAY.....	40
MEET AND CONFER SESSIONS.....	2
MILEAGE.....	49
MOVEMENT TO ANOTHER POSITION/SAME CLASSIFICATION.....	14
MOVEMENT TO HIGHER CLASSIFICATION.....	14
MOVEMENT TO LOWER CLASSIFICATION.....	14

N

NON-DISCRIMINATION.....	66
-------------------------	----

O

OUT-OF-CLASSIFICATION.....	48
OVERTIME.....	25, 29

P

PARAMEDIC LICENSE PAY.....	35
PARAMEDIC LICENSE RETENTION PAY.....	36
PARKING RATES.....	57
PAYROLL DEDUCTIONS.....	3
PAYROLL ERRORS.....	66
PERFORMANCE COUNSELING.....	65
PERS.....	56
PERSONAL LEAVE.....	47
PERSONAL PROPERTY.....	66, 78
PHYSICAL PERFORMANCE EXAMINATIONS.....	40
PRECEPTOR DUTY PAY.....	36
PREGNANCY DISABILITY LEAVE.....	45
PRINCIPAL EXECUTIVE OFFICER 522.....	3
PROBATIONARY PERIOD.....	65
PROJECTED VACANCIES.....	29
PTO.....	47

R

REDUCTION IN GRADE.....	12
RELIGIOUS OBJECTION.....	5
REMOVAL OF DISCIPLINARY RECORDS.....	60
REPAIR OR REPLACE DAMAGED PERSONAL PROPERTY.....	66, 78
RESCUE INCENTIVE.....	39
RETIREES HEALTH SAVINGS ACCOUNTS.....	21
RETIREES OR SURVIVOR DEPENDENTS.....	20
RETIREMENT.....	56
City-paid Contribution.....	56
Health Savings Account.....	21
PERS Plan.....	56
Retirees or Survivor Dependents.....	20
ROLL CALL AND CALL-BACK.....	29
Ambulance Vacancies.....	29
Call-back Pay.....	29
Maximum Work Periods.....	29

Notification of Changes	30
Projected Vacancies	29
Roll Call Preamble	29
ROLL CALL CHANGES	30

S

SACRAMENTO REGIONAL TRANSIT	57
SAFETY	54
SAFETY AND HEALTH	54
SAFETY SHOES	28
SALARIES	11
2008-2009	11
2009-2010	12
Advancement In Compensation	12
Appointment Compensation Rate	12
Denial of Step Increase	12
Equity Adjustments	11
Movement To Higher Classification	14
Movement To Lower Classification	14
Reduction In Grade	12
Salary	<i>Also See Incentive Pay</i>
Step Increase	12, 13
Y-Rate	15
SCHEDULE AND HOURS	
Fire Investigator I	24
Fire Investigator II	25
Fire Prevention Officers	23
Fire Suppression	22
Maximum Work Periods	29
Meal Time	28
Voluntary Work Furlough	28
SENIORITY LIST	51
SERVICE FEE	5
SHIFT TRADES	
Fire Investigator I	25
SHIFT TRADING	30
SICK LEAVE	40
SPECIAL ALLOWANCES	48
STATION EXPENSES	67
STEP INCREASE	12, 13

T

TERM	68
TIME OFF	
8132 Time	2
Bereavement	48
Catastrophic Leave	46
Court Leave	43, 45
Jury Duty Non-Duty Related	45
Jury Duty On-Duty	43
Meet and Confer Sessions	2
Personal Leave/PTO	47
Pregnancy Disability Leave	45
Principal Executive Officer	3
Sick Leave	40
Union Time Off	2

Vacation	42
TRANSFERS	52
TRANSPORTATION	
Bus	57
Downtown Parking	57
Driver License Requirement	58
Parking Rates	57
Sac Regional Transit	57
TRIAL PERIOD	64
TUITION REIMBURSEMENT	49
Continuing Education	37

U

UNIFORMS	33
Allowance	33
Coveralls	28
Replacement	33
Safety Shoes	28
UNION AND EMPLOYEE RIGHTS	
Bulletin Board	4
Communication System Announcements	5
Union Time Off	2
UNION DUES	
Agency Shop	5
Employee Rights	7
Religious Objection	5
Service Fee	5
UNION TIME OFF	2

V

VACANCIES	27
Ambulance	29
Fire Prevention	27
Projected Vacancies (Roll-Call and Call-Back)	29
VACATION	42
Bidding	42
Fire Investigator I	25
Fire Prevention Officers	23
Sell Back	22
VOLUNTARY WORK FURLOUGH	28

W

WORK HOURS	<i>See SCHEDULE AND HOURS</i>
WORKING CONDITIONS	
Driver License Requirement	58
Fire Prevention	23
Fire Suppression	21

Y

Y-RATE	15
--------------	----

Salary Schedule 2008-2009

Salary Plan \	Title		Step 1	Step 2	Step 3	
005010 \	Firefighter	Be-weekly	2059.0304	2161.9808	2270.0832	23
FR56 \	001	Hourly	18.3842	19.3034	20.2686	
005160 \	Firefighter (PAR)	Be-weekly	2264.9312	2378.1744	2497.0848	26
FR56 \	006	Hourly	20.2226	21.2337	22.2954	
005050 \	Fire Engineer	Be-weekly	2446.6736	2569.0112	2697.4640	28
FR56 \	003	Hourly	21.8453	22.9376	24.0845	
005141 \	Fire Engineer (PAR)	Be-weekly	2544.5280	2671.7600	2805.3536	29
FR56 \	004	Hourly	22.7190	23.8550	25.0478	
005020 \	Fire Captain	Be-weekly	2766.0752	2904.3840	3049.6032	33
FR56 \	002	Hourly	24.6971	25.9320	27.2286	
005150 \	Fire Captain (PAR)	Be-weekly	2876.7200	3020.5504	3171.5824	33
FR56 \	005	Hourly	25.6850	26.9692	28.3177	
005170 \	Fire Battalion Chief	Be-weekly	3452.0664	3624.6698	3805.9032	39
FR56 \		Hourly	30.8220	32.3631	33.9813	
005067 \	Fire Investigator I	Be-weekly	2446.8640	2569.2080	2697.6720	28
FR40 \	004	Hourly	30.5858	32.1151	33.7209	
005068 \	Fire Investigator II	Be-weekly	2764.7920	2903.0320	3048.1840	32
FR40 \	005	Hourly	34.5599	36.2879	38.1023	
005064 \	Fire Prev Off Trainee (A-B)	Be-weekly	1661.9200	1745.0160		
FR40 \	001	Hourly	20.7740	21.8127		
005065 \	Fire Prevention Officer I	Be-weekly	2119.9200	2225.9200	2337.2160	24
FR40 \	002	Hourly	26.4990	27.8240	29.2152	
005066 \	Fire Prevention Officer II	Be-weekly	2288.0320	2402.4320	2522.5520	26
FR40 \	003	Hourly	28.6004	30.0304	31.5319	
005159 \	Senior Fire Prevention Officer	Be-weekly	2518.2640	2644.1760	2776.3840	29
FR40 \	007	Hourly	31.4783	33.0522	34.7048	

(2008-2009 Salary Schedule)

Salary Schedule 2009-2010

Salary Plan \	Title		Step 1	Step 2	Step 3	
005010 \	Firefighter	Be-weekly	2161.9808	2270.0832	2383.5840	2502.0864
FR56 \	001	Hourly	19.3034	20.2686	21.2820	22.2954
005160 \	Firefighter (PAR)	Be-weekly	2378.1744	2497.0848	2621.9424	2753.8528
FR56 \	006	Hourly	21.2337	22.2954	23.4102	24.5789
005050 \	Fire Engineer	Be-weekly	2569.0112	2697.4640	2832.3344	2973.2048
FR56 \	003	Hourly	22.9376	24.0845	25.2887	26.5439
005141 \	Fire Engineer (PAR)	Be-weekly	2671.7600	2805.3536	2945.6224	3092.4768
FR56 \	004	Hourly	23.8550	25.0478	26.3002	27.6130
005020 \	Fire Captain	Be-weekly	2904.3840	3049.6032	3202.0800	3362.8096
FR56 \	002	Hourly	25.9320	27.2286	28.5900	30.0074
005150 \	Fire Captain (PAR)	Be-weekly	3020.5504	3171.5824	3330.1632	3496.1744
FR56 \	005	Hourly	26.9692	28.3177	29.7336	31.2170
005170 \	Fire Battalion Chief	Be-weekly	3624.6681	3805.9015	3996.1966	4196.5481
FR56 \		Hourly	32.3631	33.9813	35.6803	37.4615
005067 \	Fire Investigator I	Be-weekly	2569.2080	2697.6720	2832.5520	2974.8400
FR40 \	004	Hourly	32.1151	33.7209	35.4069	37.1739
005068 \	Fire Investigator II	Be-weekly	2903.0320	3048.1840	3200.5920	3360.2880
FR40 \	005	Hourly	36.2879	38.1023	40.0074	42.0029
005064 \	Fire Prev Off Trainee (A-B)	Be-weekly	1745.0160	1832.2640		
FR40 \	001	Hourly	21.8127	22.9033		
005065 \	Fire Prevention Officer I	Be-weekly	2225.9200	2337.2160	2454.0800	2576.5120
FR40 \	002	Hourly	27.8240	29.2152	30.6760	32.2072
005066 \	Fire Prevention Officer II	Be-weekly	2402.4320	2522.5520	2648.6800	2780.8800
FR40 \	003	Hourly	30.0304	31.5319	33.1085	34.7611
005159 \	Senior Fire Prevention Officer	Be-weekly	2644.1760	2776.3840	2915.2000	3060.6240
FR40 \	007	Hourly	33.0522	34.7048	36.4400	38.2626

(2009-2010 Salary Schedule)