

June 9, 2016

Chris Andrew  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Blvd  
Sacramento, CA 95816

RE: Agreement Regarding Ambulance Vacancies and Probationary Employees

Dear Mr. Andrew:

This is to confirm the agreement reached between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding amendments to the Existing Memorandum of Understanding between the parties.

Specifically, the agreement is as follows:

#### 12.4 AMBULANCE VACANCIES

a. Firefighters assigned to the medic rotation, while on rotation, shall only shift trade with other Firefighters able to fill the medic position. Firefighters assigned to a medic rotation, while on medic rotation, are not eligible for HAZMAT, Rescue, Boat, or any other specialty, 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.

c. Ambulance Bid Process

- (1) Probationary firefighters will complete fifty percent (50%) of their one-year probation on the ambulance.
- (2) Except for probationary assignments, ambulance program assignments shall be awarded according to seniority.
- (3) The ambulance program will be open for bid October 1 of each year and shall close October 15 each year. Assignment bids shall be awarded by December 31 of that same year, to be effective the first day of the first full FLSA period effective January 1 or later.

- (4) Requests for bidding into the ambulance program shall be submitted via Telestaff beginning the open period mentioned above.
  - (a) The EMS Division shall assign open ambulance vacancies using reverse seniority of firefighters on shift who are off probation until the list of qualified employees has been exhausted or the remaining vacant positions are filled. This process shall occur on December 15 and effective the first day of the first full FLSA period effective January 1 or later.
  - (b) Employees assigned to the unbid positions may surrender their ambulance assignment as qualified, less senior employees, who have completed the Academy, become available. This process shall not be considered a displacement pursuant to 12.4(e), and so the surrendering employee shall not receive Medic Assignment Pay from the date they surrender the assignment.
- (5) Each bid for ambulance assignment shall consist of a specific shift, team and station.
- (6) Based on seniority, if the first open assignment on an ambulance team is bid by an EMT-I, the remaining assignment shall be open to a paramedic exclusively.
- (7) Based on seniority, if the first open assignment on an ambulance team is bid by an EMT-P, the remaining assignment shall be open to an EMT-I or EMT-P.
- (8) Personnel with a current suppression assignment shall retain their spot only if bidding on their current shift. Should that person bid to another shift, they will lose their current suppression assignment.
- (9) There are no bumping rights for personnel who request to change shifts.
- (10) Personnel who successfully bid to a medic assignment shall remain in the ambulance program for a commitment of one year. The program commitment will reset in January of each year. Exceptions to the one-year program commitment are: (1) promotion; (2) removal of personnel from the ambulance by the EMS Division for cause; or (3) voluntary surrender of the ambulance assignment at the request of EMS, as described in Section 12.4(c)(4)(b). Any employee leaving their ambulance assignment for any reason, other than listed in this subsection, will forfeit their ability to bid for one (1) year.
- (11) Vacancies will be filled by the bid process.

d. Requirements and Eligibility

- (1) Firefighter EMT-I and Firefighter EMT-P who are off probation at the time of the bid shall be eligible to bid into the ambulance program.
- (2) Firefighter EMT-I and Firefighter EMT-P shall meet all requirements set forth in the Sacramento Fire Department Manual of Operations, Section XI, Subject 70.
- (3) The requirements set forth in the Manual of Operations XI shall be reviewed and agreed upon by the Fire Department and Union as needed.

e. Displacements

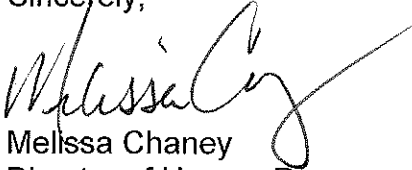
- (1) Personnel without a suppression assignment that are displaced by probationary employees shall fill available vacancies on their respective ambulance rotation prior to relief team members.
- (2) Personnel with both suppression and medic assignments that are displaced by probationary employees shall return to their suppression assignment for the duration of the medic displacement. If by seniority the member would be in the relief team, they will be utilized as a relief team member.
- (3) Probationary employees, who have not successfully bid on a medic unit assignment, but who are assigned to a medic unit displacing another employee, shall not receive the medic assignment pay. The medic assignment pay shall remain with the employee who is displaced and successfully bid the assignment pursuant to Article 15.
- (4) A probationary employee shall receive Medic Assignment Pay where he has successfully bid on a medic unit assignment, or has been assigned to a medic unit as a result of the surrender of the assignment by a senior employee pursuant to Section 12.4(c)(4)(b). In these situations, the surrendering employee loses the Medic Assignment Pay, and the incentive will go to the probationary employee.

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

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

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

Sincerely,



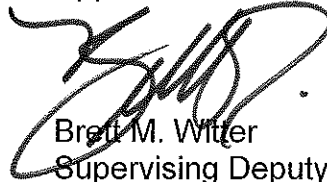
Melissa Chaney  
Director of Human Resources

AGREED TO:



Chris Andrew  
Sacramento Area Fire Fighters

Approved as to form:



Brett M. Wittger  
Supervising Deputy City Attorney