

December 1, 2022

Ryan Henry
Sacramento Area Firefighters, Local 522
3720 Folsom Boulevard
Sacramento, California 95816

Re: Letter of Understanding – Single Role Program

Dear Ryan:

This Letter of Understanding (LOU) confirms the agreement reached between the City of Sacramento (“City,”) and the Sacramento Area Firefighters, Local 522 (“Local 522,”) collectively “the Parties,“ regarding the above referenced matter. Specifically, the Agreement is as follows:

- 1) As soon as administratively possible, the City shall implement a Single Role/EMT and Paramedic program (“Single Role”) in a manner agreed upon by the Parties and consistent with the provisions outlined herein.
- 2) Representation. Employees in the classifications of Sacramento Fire EMT and Sacramento Fire Paramedic are eligible for representation by Local 522 upon successful completion and graduation from the EMS Academy.
- 3) Job Class Titles. The Single Role classifications shall be titled, “Sacramento Fire EMT” and “Sacramento Fire Paramedic.” Their job descriptions are provided in “Exhibits 1 and 2.”
- 4) Applicability Agreement. The Applicability Agreement contains the applicable provisions of the Memorandum of Understanding (MOU) between the City and Local 522 that are also applicable to employees in the classification(s) of Sacramento Fire EMT and Sacramento Fire Paramedic. The Applicability Agreement is attached as “Exhibit 3.”
- 5) Hours of Work.¹ Schedules for employees in the Single Role classifications referenced in Paragraph 3 shall consist of a 7-day workweek and be consistent with the Fair Labor Standards Act (FLSA). Each workday shall consist of twelve (12) consecutive hours. The FLSA workweek shall begin either exactly six (6) hours into the employee’s first regularly scheduled shift after their regularly

¹ Labor Relations will need to consult with Payroll to ensure this accurately reflects the way the Payroll system is being set up to trigger the 2 hours of built in overtime and with the CAO to ensure we have accurately written this to reflect our intent.

scheduled days' off or six (6) hours into their last regularly scheduled shift before their regularly scheduled days' off.² Eligible overtime hours are paid pursuant to one of the two provisions, below.

- a. FLSA Overtime. To be eligible for FLSA overtime, employees in the Single Role classifications referenced in Paragraph 3 must work (i.e., "feet on the floor") more than forty (40) hours in the 7-day workweek.
 - b. MOU Overtime. To be eligible for MOU overtime, employees in the Single Role classifications referenced in Paragraph 3 must be in paid status, with the exception of sick leave, a more than forty-two (42) hours in the 7-day workweek.
- 6) Sacramento Fire EMT Salary Schedule. The salary schedule for Sacramento Fire EMT shall be:

Sacramento Fire EMT				
Step 1	Step 2	Step 3	Step 4	Step 5
23.412320	24.582936	25.812083	27.102687	28.457822

- 7) Sacramento Fire Paramedic Salary Schedule. The salary schedule for Sacramento Fire Paramedic shall be:

Sacramento Fire Paramedic				
Step 1	Step 2	Step 3	Step 4	Step 5
26.924168	28.270376	29.683895	31.168090	32.726495

- 8) Salary Reopener.
Either party may request to meet and confer regarding the base rate of pay for Sacramento Fire EMT and/or Sacramento Fire Paramedic, however, the meet and confer shall not be subject to any impasse proceedings and changes, if any, shall be by mutual agreement.

² This language is contingent upon Payroll confirming this is how the system will be set up. It is the intent of the parties to seamlessly split up one of the 12-hour days into two separate 6 hour periods.

9) Education Incentive.

- a. Employees in the classification(s) Sacramento Fire EMT and Sacramento Fire Paramedic who have earned one of the following degrees shall receive one of the following educational incentives:

Associate Degree	2.5% above base rate or pay
OR	
Bachelor's Degree	5.0% above base rate of pay

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

10) CalPERS Retirement.

- a. The Parties acknowledge and recognize that CalPERS (California Public Employees' Retirement System) is the authority for determining what classifications are eligible safety retirement and inclusion in the "Fire Member Category" of the CalPERS contract with the City of Sacramento.
- b. The Parties acknowledge and recognize that the Public Employees' Retirement Law (PERL) are the body of laws that regulate CalPERS pensions for eligible employees employed with the City of Sacramento.
- c. The City and Local 522 jointly support a CalPERS contract amendment to include the classifications of Sacramento Fire EMT and Sacramento Fire Paramedic in the Fire Member Category of the contract between CalPERS and the City of Sacramento.
- d. The City agrees to act in good faith to amend its contract with CalPERS. The Parties acknowledge that the CalPERS amendment process can be lengthy, is in several respects beyond the control of the City, and takes an estimated 90-120 days to complete. The City agrees to provide updates on this process to the Union on a regular basis, or upon their request.
- e. Eligible employees hired into the classifications of Sacramento Fire EMT and Sacramento Fire Paramedic prior to the effectuation of the CalPERS

contract amendment shall be enrolled in one of the following Miscellaneous Member Category plans:³

i. Tier I: Applicable to Employees who are Not Defined as “New Members” in Government Code § 7522.04 Referred to as Classic Members

- Modified 2% at age 55
- One-year highest compensation
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Sick leave service credit

Classic Members shall pay seven percent (7%) of the CalPERS employee’s contribution and three percent (3%) of the CalPERS employer’s contribution on a pre-tax basis. Employee contributions to the employer’s portion are credited to each employee’s account.

ii. Tier II: Applicable to “New Members” Defined in Government Code § 7522.04

- Modified 2% at age 62
- Final compensation calculated on 36 consecutive months
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Sick leave service credit

New employees shall be members in CalPERS on terms consistent with the Public Employees’ Pension Reform Act (PEPRA). New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan, on a pre-tax basis.

- f. The Parties acknowledge and recognize that pursuant to PEPRA (Cal. Gov. Code § 7522.44 et seq.) (Prohibition on Retroactive Benefits Increases), an eligible employee’s enrollment in the Fire Member Category is prospective.
- g. Upon CalPERS’ recognition of the contract amendment process as having been completed, and as soon as administratively feasible, eligible employees who were enrolled in the Miscellaneous Member Category pursuant to paragraph 7(e), shall be re-enrolled in the Fire Member

³ Contingent upon review and confirmation for accuracy by the City’s Benefits Services Division.

Category and shall be subject to the retirement provisions contained in Article 24 (Retirement) in the Memorandum of Understanding (MOU) between the parties.

11) Outstanding Issues Identified. The parties agree to continue to meet and confer regarding the following unresolved issues:

- a. Classification seniority – Establishment
- b. Location, Shift, Scheduled Day Off Bidding
- c. Vacation Bidding
- d. Layoff
- e. Shift Trades
- f. Incentive Pays
- g. Recognized Holidays
- h. Maximum Work Periods
- i. Fitness (Article 16)
- j. DMV Ambulance Endorsement
- k. _____
- l. _____

Additional items may be added to this list by mutual agreement.

Sincerely,



Aaron A. Donato (Dec 2, 2022 13:22 PST)

02/12/2022

Aaron Donato
Labor Relations Manager

AGREED TO FOR THE CITY:



Howard Chan (Dec 6, 2022 18:26 PST)

06/12/2022

Howard Chan
City Manager

Mario C. Lara

02/12/2022

Mario Lara
Assistant City Manager

Chris Costamagna

02/12/2022

Chris Costamagna
Fire Chief




Shelley Banks-Robinson
Director of Human Resources

05/12/2022

[signatures continued on next page]

AGREED TO FOR LOCAL 522:


Trevor Jamison (Dec 6, 2022 18:40 PST)

Trevor Jamison
President, Local 522

06/12/2022


Ryan Henry (Dec 6, 2022 18:44 PST)

Ryan Henry
Vice President, Local 522

06/12/2022

Approved as to form:



Brett M. Witter (Dec 2, 2022 14:43 PST)

Brett M. Witter
Assistant City Attorney

02/12/2022

Exhibit #1

SACRAMENTO FIRE EMERGENCY MEDICAL TECHNICIAN

DEFINITION:

As a member of the Sacramento Fire Department (SFD) Emergency Medical Services (EMS) Division and under direction of assigned EMS Captain, responds to a variety of emergency and non-emergency calls for service and provides medical responses including Basic Life Support (BLS), medical transports, and performs other related activities in the community as required. Provides basic medical care and ambulance transport services to hospitals or other emergency care facilities; participates in community risk reduction and public education activities.

DISTINGUISHING CHARACTERISTICS:

The non-firefighter position of Sacramento Fire Emergency Medical Technician (EMT) is a journey-level classification. The Sacramento Fire EMT may receive direction from the respective company officer in the Fire Suppression Division and/or Emergency Medical Services Division when in the field. Incumbents are expected to perform the full range of EMT emergency medical assistance duties. The classification is distinguished from Firefighter in that the latter combats, extinguishes and prevents fires.

SUPERVISION RECEIVED AND EXERCISED:

General supervision is provided by assigned EMS Captain or other fire company officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Depending upon assignment, duties may include, but are not limited to, the following:

- Respond to BLS and ALS medical responses and provide emergency medical care and transportation; assist on scene paramedic with ALS duties
- Participates in the delivery of emergency and non-emergency medical and health care.
- Provide emergency care in accordance with the provisions of Sacramento County EMS policies and procedures.
- Perform job duties in compliance with department operating procedures and city, county, state and federal laws and ordinances.
- Supports and assists other fire and medical personnel as directed in delivering medical care.
- Operate ambulance to transport patients and staff to/from medical facilities in a safe and timely manner.
- Documents and completes all reports such as: pre-hospital patient care reports and incident reports.
- Maintain medical information in a confidential manner subject to the Healthy Insurance Portability and Accountability Act (HIPAA).

Exhibit #1

- Rescue persons from danger and administer medical aid as necessary.
- Perform routine housekeeping duties at a fire station, such as mowing grass, making beds, cleaning walls, washing windows, and sweeping floors.
- Promote fire safety, burn prevention and other public education among public contacts.
- Perform support functions such as restocking and inventory maintenance of supplies and equipment, cleaning equipment, and transporting equipment.
- Perform decontamination procedures in compliance with Cal OSHA regulations.
- Perform related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Modern principles, practices, and procedures of emergency medical care/emergency medical services.
- Principles of emergency ambulance and transportation procedures including first aid, resuscitator, and gurney operations.
- Medical terminology and documentation.
- Functions, characteristics, and proper use and maintenance of medical equipment and supplies.
- Current laws and regulations pertaining to emergency medical services and safety.
- City geography.
- Operation of EMS vehicles and other equipment.
- Safe emergency work practices
- Medical resources.

Ability to:

- Make critical decisions that impact the safety, well-being, or life of patients in stressful and chaotic situations.
- Make accurate observations and exercise independent judgment in determining appropriate actions to take during emergency response activities and performing program area activities or duties as assigned.
- Deal tactfully and effectively with the public; demonstrate an awareness and appreciation of the cultural diversity of the community.
- Safely and properly transport patients during ambulance transport.
- Understand and learn emergency medical information from oral and written sources.
- Complete electronic documentation for each patient encounter in a complete, competent, and timely manner; expected to protect the privacy of all patient information in accordance with department privacy policies, procedures, and practices as required by federal and state law, and in accordance with general principles of professionalism as a healthcare provider.
- Report, without fear of retaliation, any concerns regarding policies and procedures on patient privacy and any observed practices in violation of those policies to the designated Privacy Officer.
- Understand and apply mechanical diagrams and concepts.
- Read electronic and incident maps; follow map directions.

Exhibit #1

- Establish and maintain effective working relationships with those contacted in the course of work; contribute to successful team efforts; promote the departments mission, vision, and value statements.
- Communicate clearly and concisely with others, both verbally and in writing.
- Operate a vehicle safely and legally.
- Operate radio and other communication equipment.

Education and Experience:

Education:

High school diploma or G.E.D. equivalent

Experience:

Two years of experience as an Emergency Medical Technician is desirable, but not required.

SPECIAL QUALIFICATIONS:

Certification:

Possession of a valid California or National Registry EMT Certification (EMT-B) by time of appointment.

Possession of valid CPR certificate by time of appointment.

Must obtain local accreditation through the Sacramento County Emergency Medical Services Agency (SCEMSA) within three months of appointment.

Age:

Must be at least 18 years of age at the time of appointment.

Driver License:

Possession of a valid California Class C Driver License at the time of appointment. Loss of the driver license is cause for discipline. This requirement may be reviewed on a case-by-case basis for individuals with disabilities.

Medical Examination / Drug Test:

If considered for appointment, candidates must pass a medical examination and a drug test.

Background:

If considered for appointment, candidates must pass a background investigation, which may include a criminal history check, fingerprinting, polygraph test, psychology exam, credit check, and drug use history.

Exhibit #1

Residency Requirement:

Employees in this classification must reside within thirty-five (35) air miles from the freeway interchange at W-X Streets, 29th - 30th Streets within one year following appointment.

Respiratory Protective Equipment:

Work in this classification requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Working Conditions:

In the performance of job duties, the employee will work inside and outside during day and/or night conditions, congested traffic, and unsafe road conditions. Employees may work near moving mechanical parts and in high, precarious places. Employee may be exposed to adverse environmental conditions such as wet and/or humid conditions; icy or muddy areas; fumes or airborne particles; toxic or caustic chemicals, vibration; risk of electrocution; and extreme heat or cold. Exposed to grotesque sights and smells associated with major trauma and burn victims.

The noise level in the work environment is usually moderate, except during certain, occasional, EMS activities when noise levels may be loud.

Health Exposure:

Tasks involve exposure to blood, body fluids, or tissues in accordance with the Department of Industrial Relations Title 8, § 5193. Bloodborne Pathogens.

Physical Demands:

Work for long periods of time, requiring sustained physical activities and intense concentration under stressful conditions; in the performance of job duties, the employee is required to lift, drag, carry, and/or move 100 pounds or more; sit, stand, walk, balance, stoop, kneel, crouch, climb, or crawl; talk and hear; use hands to finger, handle or operate objects, controls, or tools; reach with hands and arms; and smell. Specific vision abilities required by this job include close, distance, color, and peripheral vision, depth perception, and the ability to adjust focus.

Manual dexterity and coordination are required to perform the work. This is used while operating equipment such as computer keyboards and telephones.

Probationary Period:

Employees must complete twelve (12) months of probation at a satisfactory performance level prior to gaining permanent status.

CLASS HISTORY:

Adopted:

Exhibit #1

Revised:

Title Change:

Maintenance Update:

Abolished:

Class Code: 005xxx (new classification)

Exhibit #2

SACRAMENTO FIRE PARAMEDIC

DEFINITION:

As a member of the Sacramento Fire Department (SFD) Emergency Medical Services (EMS) Division and under direction of assigned EMS Captain, responds to a variety of emergency and non-emergency calls for service and provides medical responses including Basic Life Support (BLS), Advance Life Support (ALS), medical transports, and performs other related activities in the community as required. Provides basic medical care and ambulance transport services to hospitals or other emergency care facilities; participates in community risk reduction and public education activities.

DISTINGUISHING CHARACTERISTICS:

The non-firefighter position of Sacramento Fire Paramedic is an advanced journey-level classification. Positions in this class are flexibly staffed and are normally filled by advancement from the lower class of Emergency Medical Service Trainee. The Sacramento Fire Paramedic may receive direction from the respective company officer in the Fire Suppression Division and/or Emergency Medical Services Division when in the field. Incumbents are expected to perform the full range of Paramedic emergency medical assistance duties. The classification is distinguished from Firefighter in that the latter combats, extinguishes, and prevents fires. This classification is distinguished from the Sacramento Fire Emergency Medical Technician in that the former performs the Advance Life Support duties.

SUPERVISION RECEIVED AND EXERCISED:

General supervision is provided by assigned EMS Captain or other fire company officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Depending upon assignment, duties may include, but are not limited to, the following:

- Respond to BLS and ALS medical responses and provide emergency medical care and transportation.
- Participates in the delivery of emergency and non-emergency medical and health care.
- Provide emergency care in accordance with the provisions of Sacramento County EMS policies and procedures.
- Perform job duties in compliance with department operating procedures and city, county, state and federal laws and ordinances.
- Supports and assists other fire and medical personnel as directed in delivering medical care.
- Operate ambulance to transport patients and staff to/from medical facilities in a safe and timely manner.

Exhibit #2

- Inspecting and documenting inventory of controlled medications carried on the ambulance.
- Documents and completes all reports such as: pre-hospital patient care reports and incident reports.
- Maintain medical information in a confidential manner subject to the Healthy Insurance Portability and Accountability Act (HIPAA).
- Rescue persons from danger and administer medical aid as necessary.
- Perform routine housekeeping duties at a fire station, such as mowing grass, making beds, cleaning walls, washing windows, and sweeping floors.
- Promote fire safety, burn prevention and other public education among public contacts.
- Perform support functions such as restocking and inventory maintenance of supplies and equipment, cleaning equipment, and transporting equipment.
- Perform decontamination procedures in compliance with Cal OSHA regulations.
- Perform related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Modern principles, practices, and procedures of emergency medical care/emergency medical services.
- Principles of emergency ambulance and transportation procedures including first aid, resuscitator, and gurney operations.
- Medical terminology and documentation.
- Functions, characteristics, and proper use and maintenance of medical equipment and supplies.
- Current laws and regulations pertaining to emergency medical services and safety.
- City geography.
- Operation of EMS vehicles and other equipment.
- Safe emergency work practices
- Medical resources.

Ability to:

- Make critical decisions that impact the safety, well-being, or life of patients in stressful and chaotic situations.
- Make accurate observations and exercise independent judgment in determining appropriate actions to take during emergency response activities and performing program area activities or duties as assigned.
- Deal tactfully and effectively with the public; demonstrate an awareness and appreciation of the cultural diversity of the community.
- Safely and properly transport patients during ambulance transport.
- Understand and learn emergency medical information from oral and written sources.
- Complete electronic documentation for each patient encounter in a complete, competent, and timely manner; expected to protect the privacy of all patient information in accordance with department privacy policies, procedures, and

Exhibit #2

practices as required by federal and state law, and in accordance with general principles of professionalism as a healthcare provider.

- Report, without fear of retaliation, any concerns regarding policies and procedures on patient privacy and any observed practices in violation of those policies to the designated Privacy Officer.
- Understand and apply mechanical diagrams and concepts.
- Read electronic and incident maps; follow map directions.
- Establish and maintain effective working relationships with those contacted in the course of work; contribute to successful team efforts; promote the departments mission, vision, and value statements.
- Communicate clearly and concisely with others, both verbally and in writing.
- Operate a vehicle safely and legally.
- Operate radio and other communication equipment.

Education and Experience:

Education:

High school diploma or G.E.D. equivalent.

Experience:

Two years of experience as a Paramedic is desirable, but not required.

SPECIAL QUALIFICATIONS:

Certification:

Possession of a valid California or National Registry Paramedic License (EMT-P) by time of appointment.

Possession of valid Advanced Cardiac Life Support. Pediatric Advanced Life Support and CPR certificate by time of appointment.

Must obtain local accreditation through the Sacramento County Emergency Medical Services Agency (SCEMSA) within three months of appointment.

Age:

Must be at least 18 years of age at the time of appointment.

Driver License:

Possession of a valid California Class C Driver License at the time of appointment. Loss of the driver license is cause for discipline. This requirement may be reviewed on a case-by-case basis for individuals with disabilities.

Medical Examination / Drug Test:

Exhibit #2

If considered for appointment, candidates must pass a medical examination and a drug test.

Background:

If considered for appointment, candidates must pass a background investigation, which may include a criminal history check, fingerprinting, polygraph test, psychology exam, credit check and drug use history.

Residency Requirement:

Employees in this classification must reside within thirty-five (35) air miles from the freeway interchange at W-X Streets, 29th - 30th Streets within one year following appointment.

Respiratory Protective Equipment:

Work in this classification requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Working Conditions:

In the performance of job duties, the employee will work inside and outside in day and/or night conditions, congested traffic, and unsafe road conditions. Employees may work near moving mechanical parts and in high, precarious places. Employee may be exposed to adverse environmental conditions such as wet and/or humid conditions; icy or muddy areas; fumes or airborne particles; toxic or caustic chemicals, vibration; risk of electrocution; and extreme heat or cold. Exposed to grotesque sights and smells associated with significant trauma and burn victims.

The noise level in the work environment is usually moderate, except during certain, occasional, EMS activities when noise levels may be loud.

Health Exposure:

Tasks involve exposure to blood, body fluids, and tissues in accordance with the Department of Industrial Relations Title 8, § 5193. Bloodborne Pathogens

Physical Demands:

Work for long periods of time, requiring sustained physical activities and intense concentration under stressful conditions; in the performance of job duties, the employee is required to lift, drag, carry, and/or move 100 pounds or more; sit, stand, walk, balance, stoop, kneel, crouch, climb, or crawl; talk and hear; use hands to finger, handle or operate objects, controls, or tools; reach with hands and arms; and smell. Specific vision abilities required by this job include close, distance, color, and peripheral vision, depth perception, and the ability to adjust focus.

Manual dexterity and coordination are required to perform the work, including operating equipment such as computer keyboards and telephones.

Probationary Period:

Exhibit #2

Employees must complete twelve (12) months of probation at a satisfactory performance level prior to gaining permanent status.

CLASS HISTORY:

Adopted:

Revised:

Title Change:

Maintenance Update:

Abolished:

Class Code: 005xxx (new classification)

Exhibit 3

Article XX
Sacramento Fire Emergency Medical Technician (EMT) and
Sacramento Fire Paramedic

XX.1 AGREEMENT APPLICABILITY

Unless specifically provided elsewhere in this Agreement, only the following provisions, as amended, shall be applicable to the classifications of Sacramento Fire EMT and Sacramento Fire Paramedic:

Preamble

Article	Section	Subject
1	All	Recognition
2	All	Prevailing Rights
3	All	City Rights
4	All	Union and Employee Rights
5	All	Grievance Procedure
7	All	Salary Administration
8	All	Health and Welfare
14	All	Uniforms and Coveralls
15	15.2 (d; e; f)	Paramedic License Pay
15	15.3	Continuing Education and License Fees
15	15.8	Medical Quality Assurance Training Pay
15	15.9	Bilingual Pay
17	All	Leave Benefits
18	18.2	Mileage
18	18.3	Tuition Reimbursement
23	All	Safety and Health
25	All	Transportation
26	All	Discipline
27	All	Miscellaneous