

March 27, 2025

Sent via Electronic Mail Only

Trevor Jamison, President
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Ryan Henry
Sacramento Area Fire Fighters Local 522
3720 Folsom Boulevard
Sacramento, California 95816
Rhenry522@gmail.com

RE: Letter of Understanding- Fire Investigator I Schedule

Dear Mr. Henry:

This Letter of Understanding (LOU) confirms the agreement reached between the City of Sacramento (City) and the Sacramento Area Fire Fighters, Local 522 (Local 522) (collectively, the Parties) regarding the above referenced matter.

Specifically, the Agreement is as follows:

ARTICLE 10 – WORKING CONDITIONS FOR FIRE ADMINISTRATIVE ASSIGNMENT

This Article applies to the Firefighter, Fire Engineer, Fire Captain, ~~and~~ Fire Battalion Chief, and Fire Investigator I classifications while working in an administrative assignment.

10.1 ASSIGNMENT TO ADMINISTRATION

- a. Recruitment notices for administrative assignments must include the job duties and expectations, desired qualifications, and a description of the application and evaluation process. The notice shall be posted for a minimum of ten (10) calendar days before the application closing date.
- b. At a minimum, the evaluation process will consist of a review of applicant resumes and interviews with all qualified candidates.
- c. In the event two (2) or more qualified applicants with equal knowledge, skills, abilities, and experience, seniority will be the tie-breaking factor.

- d. Management shall attempt to fill all administrative assignments with qualified applicants. If no qualified applicants are available, vacancies shall be filled by reverse classification seniority of qualified, permanent employees.
- e. Administrative assignments have a two (2) year term. Management may shorten or extend this term after thirty (30) days written notification to the employee.

10.2 WORKWEEK

- a. The workweek for employees covered by this Article shall begin at 12:01 a.m., Saturday and end at 12:00 Midnight the following Friday. The employees' workweek shall consist of eight (8) consecutive hours per day for five (5) consecutive days for a total of forty (40) hours.
- b. An alternative workweek schedule for employees on administrative assignment may be established consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. Management retains the right to determine days off on the schedule and agrees to discuss the schedule with the Union thirty (30) days in advance of changes to the 9-80 workweek schedule. Upon receipt of the written notice, the alternative workweek schedule will be terminated on a date mutually acceptable to the City and the affected employee(s) or thirty (30) calendar days from the date of written notice, whichever occurs first.

10.3 HOLIDAY BENEFIT FOR ADMINISTRATIVE ASSIGNMENT PAY

- a. The following shall be the recognized holidays for employees covered by this Article:

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

New Year's Eve (4 hours)

December 31

- b. Employees on administrative assignment shall not be eligible for additional holiday benefits pursuant to Section 9.3 and Section 11.2 (c).
- c. To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, or CTO shall be considered hours worked for the purpose of holiday pay eligibility.
- d. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- e. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- f. Floating Holidays

(1) Accrual

In addition to the recognized holidays provided in Section 10.2(a) above, employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis at the rate of forty (40) minutes per pay period on the first two (2) paychecks of each calendar month as long as the employee is in paid status for forty (40) or more hours on the paycheck that the accrual would occur.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.
- (b) An employee may carry-over from the preceding calendar year a maximum of eight (8) hours of floating holiday. All floating holiday hours accrued and not used in excess of eight (8) hours shall be paid to the employee at the employee's base rate of pay plus applicable incentives identified in Article 15, on the final paycheck of the calendar year in which it was earned.

10.4 CONVERSION OF LEAVE BALANCES

- a. When an employee fills an administrative assignment, all leave balances accrued or earned on a suppression schedule shall be converted by dividing the current balances by the daily hour value of 1.4.

- b. While on an administrative assignment, all leave balances shall be accrued or earned based on a forty (40) hour workweek.
- c. When an employee returns to a suppression schedule from an administrative assignment all leave balances shall be converted by multiplying the current balances by the daily hour value of 1.4.
- ~~e.d.~~ Employees in the classification of Fire Investigator I on an administrative assignment shall not have their leave balances converted when moving into or out of the assignment.

10.5 OVERTIME

- a. When an employee on administrative assignment fills a suppression assigned position of equal rank, the employee shall receive the suppression overtime rate of pay for the position plus incentive pay.
- b. When an employee on administrative assignment fills a suppression assigned position of lower rank, the employee shall receive the suppression overtime rate of pay for that position at the maximum hourly rate of pay plus incentive pay.
- c. The daily hour value shall apply to overtime worked on the administrative 5/8 or 4/10 schedule but shall not apply to suppression schedule hours or overtime hours worked.
- d. Incentive pay shall be additive and not compounded.

10.6 COMPENSATORY TIME OFF (CTO)

In lieu of overtime compensation, with the approval of the Fire Chief, or designee, employees on Administrative Assignments may accrue up to eighty (80) hours of Compensatory Time Off (CTO). In accordance with United States Code section 207(o), CTO shall be earned at a rate of one and one-half (1 ½) hours for each hour of employment for which overtime compensation is required. Time worked on a Suppression Assignment is ineligible to be banked as CTO. An employee is ineligible to use CTO leave upon return to a Suppression Assignment. Within thirty (30) days of return to a Suppression Assignment, all CTO time will be paid out at the employee's current Administrative Assignment base rate of pay plus applicable incentives.

ARTICLE 11 – WORKING CONDITIONS FOR FIRE PREVENTION PERSONNEL

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

11.2 FIRE INVESTIGATOR I

~~The City and the Union agree to meet and confer over the salary schedule conversion rates for the topics identified below for the classification of Fire Investigator I. Employees in this classification will work a rotating schedule of one (1) twenty-four (24) hour shift followed by three (3) consecutive 24-hour days off-duty. This classification will be eligible for administrative assignments.~~

~~The parties will continue to meet and confer on the rate of pay and salary conversion when moving the annual hours to and from 2080 hours and 2184 hours. The topics of the meet and confer are:~~

- ~~• Conversion of Hourly Wage~~
- ~~• Conversion of Leave Balances~~
- ~~• Conversion of Donated Catastrophic Leave Hours~~
- ~~• Conversion of Daily Hour Value~~

This Section 11.2 shall apply only to the Fire Investigator I classification.

a. Work Period

The work period for employees in the Fire Investigator I classification shall consist of one hundred forty-seven (147) hours in a twenty-four (24) day work period, consistent with the Fair Labor Standards Act (FLSA) overtime provisions for law enforcement employees.

b. Work Schedule

- (1) Effective as soon as administratively feasible, but within sixty (60) calendar days of the adoption of this Agreement by City Council, employees in the Fire Investigator I classification will work a rotating schedule of one (1) twenty-four (24) hour shift followed by three (3) consecutive days off-duty.
- (2) The work schedule described in Section 11.2(b)(1) shall be considered regular work hours paid at straight time consistent with 29 United States Code (USC) 207(k).

c. Holidays

In lieu of accruing leave balances for fourteen (14) holidays per year, employees in the Fire Investigator I classification shall be paid for four (4) hours and forty (40) minutes at their base rate of pay plus applicable incentives on the first two paychecks of each month.

d. Vacation Administration

The vacation schedule shall operate on straight seniority based on the date the employee entered the Fire Department. The employee will select either their

vacation or their splits the first time around. After the complete list has been gone through, then the second and third choice will be made under the same procedures.

e. Shift Trades

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

f. Administrative Assignment Pay

When Fire Administration assigns a Fire Investigator I to an administrative assignment for a period of more than thirty (30) working days, the employee shall receive nine and one-half percent (9.5%) in addition to their base hourly rate of pay. This shall not be applicable to employees on modified or light duty or employees being accommodated from their regular investigator assignment.

11.3 FIRE INVESTIGATOR II

Workweek

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

An alternative workweek schedule for employees in the Fire Investigator II classification may be established consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. Management retains the right to determine days off on the schedule and agrees to discuss the schedule with the Union thirty (30) days in advance of changes to the 9-80 workweek schedule. Upon receipt of the written notice, the alternative workweek schedule will be terminated on a date mutually acceptable to the City and the affected employee(s) or thirty (30) calendar days from the date of written notice, whichever occurs first.

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 Fire Department 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 discussion, whether written or oral.

If this is your understanding of the agreement reached, please sign as indicated below and return one (1) original copy to Labor Relations. I have enclosed an additional original for your files.

Sincerely,

Leslie Wisniewski

04/01/2025
Leslie Wisniewski
Labor Relations Officer

AGREED TO:


Leyne Milstein (Apr 8, 2025 15:18 PDT)

04/08/2025
Leyne Milstein
Interim City Manager

AGREED TO:



04/01/2025
Shelley Banks-Robinson
Director Of Human Resources

AGREED TO:


Aaron Donato (Apr 7, 2025 15:00 PDT)

04/07/2025
Aaron Donato
Labor Relations Manager

AGREED TO:


Trevor Jamison (Apr 8, 2025 15:30 PDT)

04/08/2025
Trevor Jamison
President Local 522

AGREED TO:


Ryan Henry (Apr 8, 2025 15:27 PDT)

04/08/2025
Ryan Henry
Vice President Local 522

APPROVED AS TO FORM:


Brett Witter (Apr 8, 2025 10:28 PDT)

04/08/2025
Brett M. Witter
Assistant City Attorney