

**LETTER OF UNDERSTANDING
FOR THE
SINGLE ROLE PARAMEDIC PROGRAM
AN AFFILIATE OF ASP**

This Letter of Understanding (“LOU”) is entered into by and between the Sacramento Metropolitan Fire District (“District”), and the Employee for the Single Role Paramedic Program (“Employee”).

“This agreement is indented to amend the current MOU between the Sacramento Metropolitan Fire District and Sacramento Area Fire Fighters, Local 522 covering the ASP bargaining unit. The District agrees to place the classification of Single Role EMT / Paramedic in the ASP bargaining unit. Employees hired in the classification of Single Role EMT / Paramedic will be represented by Local 522. Except as modified herein, all terms and provisions of the ASP labor contract shall remain in full force and effect, and be applicable to the Single Role Paramedic Program.”

TERM

- A. Employee is being hired for the Single Role Paramedic Program, a three (3) year limited term beginning at Step #1, subject to the individual offer of employment. The parties expressly agree that no offer or promise of continuing employment is made beyond what is stated in the individual offer of employment. The term of employment may be extended as necessary at the discretion of the Fire Chief.

USE OF SINGLE ROLE EMT / PARAMEDIC

- A. At no time will a Single Role (Miscellaneous) EMT / Paramedic employee be allowed to work in place of a (Safety) Firefighter, Engineer, or Captain on a fire based medic, engine, truck, or grass rig. This will include vacancies caused by VL, SL, WC, LD, or similar vacancies. Only employees hired for the Single Role Paramedic Program will be allowed to work in such capacity.

DUTIES

- A. Position

Employee is employed in the position of Paramedic or Emergency Medical Technician. Employee shall be assigned to the Operations Division and reports to the EMS Captain or designee. The general duties the Employee will undertake are described in the job description, with other duties as assigned from time to time by the EMS Captain or designee.

- B. Shift Trades

Employee is allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading employees, which does not obligate the District to additional cost liability. Employee obligated for the shift is responsible for the no-show. The employee shall request and seek approval from the EMS Captain for shift trades in advance.

- C. Education/Performance Requirements

1. Employee entering in the rank of EMT shall obtain a valid California Paramedic License prior to the final date of the termination of their individual offer of employment. During the period of employment, the Employee shall maintain a minimum level of "standard" or higher on their biannual performance evaluation.
2. Employee entering in the rank of Paramedic shall obtain a valid CPAT and Firefighter 1 certificate from a recognized training program prior to the final date of the termination of their individual offer of employment. During the period of employment, the Employee shall maintain a minimum level of "standard" or higher on their biannual performance evaluation.

ARTICLE 9 WAGES

A. – F. Does not apply

G. The District shall compensate the Employee at the following rate:

Step 1 Paramedic - \$17.33 / hour

Step 2 Paramedic - \$18.18 / hour

Step 3 Paramedic - \$19.09 / hour

Step 1 EMT - \$15.36 / hour

Step 2 EMT - \$16.13 / hour

Step 3 EMT - \$16.94 / hour

- H. Compensation will include overtime if the employee worked all scheduled hours and the total hours worked exceed forty (40) hours for the work week. The employee is an hourly employee that works under the 40-hour work week system. When determining the amount of overtime based upon the forty (40) hour work week, if the employee works a 36 hour work week for that cycle, and works another 12 hours OT during that same week the first 4 hours of the OT will be paid straight time and only the second 8 hours of the OT will be at time and a half. Overtime shall be compensated at the rates of one and one-half times (1.5) the employee's base hourly rate of pay.
- I. In order to receive compensation, the Employee is required to track the Employee's time and submit it to the Employee's EMS Captain in accordance with posted payroll schedule. Full time Paramedics or EMT's on regular duty during the twelve recognized District holidays will be paid an additional one half times pay.
- J. Employee's wages will be paid in accordance with the District's standard payroll process, last day of the month, and will be subject to all applicable payroll taxes and withholdings.

ARTICLE 10 INCENTIVE AND ALLOWANCES

A. – B. Does not apply

- C. Employees will receive a uniform allowance in the amount of four hundred dollars (\$400.00) annually, to be paid in January.

ARTICLE 11 OVERTIME PAY/CTO/CALL BACK

- A. 1. Does not apply and is modified by Article 9 H above.

ARTICLE 14 RETIREMENT PLANS

- B. – C. Does not apply
- D. 2. Employee's will be required to participate in the District's 12% cost sharing agreement.

ARTICLE 19 PAID TIME OFF

- B. Does not apply
- I. Employees will accrue Paid Time Off on the following schedule:
 - 0 - 12 Months of Employment = 4 hours per month
 - 13 - 24 Months of Employment = 6 hours per month
 - 25 - 36 Months of Employment = 8 hours per month
 - 37 - 48 Months of Employment = 10 hours per month
 - 49 - 60 Months of Employment = 12 hours per month

ARTICLE 20 PERSONAL LEAVE

- D. Does not apply
- F. Employees will accrue Sick Leave on the following schedule:
 - 0 - 60 Months of Employment = 6 hours per month
 - 60+ Months of Employment = 12 hours per month

ARTICLE 22 RECOGNIZED HOLIDAYS

- A. – B. Does not apply
- C. Full time Paramedics or EMT's on regular duty during the twelve recognized District Holidays will be compensated at the rate of one and one-half (1.5) times of the employee's base hourly rate of pay.

ARTICLE 23 DUTY HOURS AND SCHEDULE

- A. Does not apply
- B. Employees working hours are generally designated as three 12-hour working shifts, followed by three 24-hour days off. Working period begins at 0700hrs Sunday morning and ends at 0659hrs the following Sunday. Deviations from this work schedule will be determined at the discretion of the EMS Captain or designee, who will notify the Employee of changes as far in advance as possible. During the designated working hours, the Employee may only be

working for the District, and may not be 'on the clock' for any other employer (i.e. no "double dipping").

ARTICLE 24 PROBATION PERIODS – Does not apply

ARTICLE 25 PROMOTIONS – Does not apply

ARTICLE 26 INTER-DEPARTMENT TRANSFERS – Does not apply

ARTICLE 27 DISCIPLINARY ACTIONS

D. 22. The District may discipline up to including termination the employee prior to the expiration of the term of their individual offer of employment for good cause including not maintaining a satisfactory performance standard on biannual (every six month) performance evaluations. The causes for discipline and procedure for imposing discipline shall be as set forth in the most current Memorandum of Understanding between the District and the ASP. Upon any such termination, no further compensation or other benefits shall be due or owing by the District to the Employee, except for wages earned and owing to the Employee as of the effective date of termination.

G. Return of District Property

1. Upon termination of employment, the Employee shall immediately return any and all of the District's property (whether originals or copies) that is in Employee's possession, including, but not limited to, any and all keys, documents, fire/rescue equipment, computer data, or any other materials or property of any nature belonging to the District.

ARTICLE 28 GRIEVANCE PROCEDURE

D. PROCEDURE:

Step 3: Does not apply

Step 4: Appeals process by the expedited hearing board shall be as follows:

(1) Any hearing conducted under this section shall be held before a five-member hearing board. Two members of the board shall be selected by the District and two members shall be selected by Local 522. The fifth member shall be selected jointly by the District and Local 522.

(2) The hearing will be held at a mutually agreed upon location. Each party will have two and one half (2-1/2) hours to present its case, including whatever time it takes to reserve for rebuttal. The presentation of evidence will be made by submitting a statement of facts stipulated by the parties and/or the presentation of witness and documentary evidence. Either party may request a court reporter to transcribe the proceedings. After presentation of the evidence, each party will have thirty (30) minutes to make an oral argument before the board. No briefs will be submitted.

(3) Prior to the hearing, the parties may agree to mediation. The date, mediator, and costs of mediation shall be subject to the mutual agreement of the parties.

(4) At the conclusion of the case presentation, the board will announce the decision orally to all parties. Any decision by the board shall be final and binding on the District, Local 522, and the employee.

ARTICLE 32 SENIORITY

A. – F. Does not apply

G. Seniority time in (miscellaneous) Single Role Paramedic Program will not apply in the Safety classification.

ARTICLE 33 REDUCTIONS IN FORCE AND RECALLS – Does not apply

ARTICLE 34 HOUSE FUND – Does not apply

ARTICLE 38 PHYSICAL FITNESS – Does not apply

ARTICLE 39 EQUITY ADJUSTMENT – Does not apply

MISCELLANEOUS

A. Governing Law/Venue

1. The formation, construction, and performance of this LOU, and any dispute arising from the relationship between the parties shall be governed by and construed under and according to California law. The parties agree that any legal action commenced as a result of matters arising from this LOU shall be venued in Superior Court, Sacramento, California, and the parties consent to such jurisdiction.

B. Entire Agreement

1. This LOU constitutes the entire agreement between the District and the Employee pertaining to the subject matters covered. Except as stated herein, they supersede all prior and contemporaneous agreements, understandings, representations and warranties between the parties, whether written or oral, pertaining to the subject matters covered. This LOU may only be modified in writing, and signed by both parties.

C. Severability

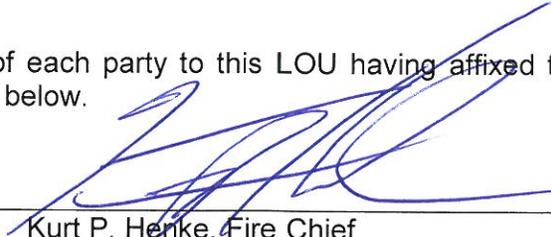
1. In case any one or more of the provisions contained in this LOU shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this LOU, and this LOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SIGNATURE PAGE

IN WITNESS WHERE OF, the representatives of each party to this LOU having affixed their signatures to this document on the dates set forth below.

9/18/12

Date



Kurt P. Henke, Fire Chief
Sacramento Metropolitan Fire District

9-18-2012

Date



Mark A. Wells
Deputy Chief, Administration

9/18/2012

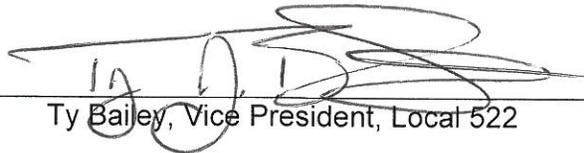
Date



Brian Rice, President, Local 522

9/18/2012

Date



Ty Bailey, Vice President, Local 522