

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO FIRE FIGHTERS UNION
LOCAL 798, IAFF, AFL-CIO
July 1, 2007 to June 30, 2018
Unit 1

Revised per Amendment #7&8

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO**

AND

SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as the "City") through its designated representatives acting on behalf of the MAYOR, the FIRE COMMISSION and the CHIEF OF DEPARTMENT, and the SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO, (hereinafter referred to as the "Union"), arrived at through good faith negotiations in compliance with the requirements of the Meyers-Milias-Brown Act (California Government Code Sections 3500-3510) and Section A 8.590-1 et seq. of the San Francisco Charter.

SECTION 1. PREAMBLE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to contractually establish wages, hours, and other conditions of employment for members of the bargaining unit.

SECTION 2. RECOGNITION

- 2.1 The City recognizes the Union as the sole and exclusive bargaining representative for all employees in the following uniformed ranks of the San Francisco Fire Department (hereinafter, "Unit 1"):

H-2	Fire Fighter
H-3	EMT/Paramedic/Firefighter
H-4	Inspector, Bureau of Fire Prevention and Public Safety
H-6	Investigator, Bureau of Fire Prevention
H-8	Per Diem EMT/Paramedic (non-sworn classification)
H-10	Incident Support Specialist
H-16	Technical Training Specialist, Fire Department
H-18	Coordinator of Community Services
H-19	Operations - Training Supervisor, Airport

H-20	Lieutenant, Fire Department
H-22	Lieutenant, Bureau of Fire Prevention and Public Safety
H-24	Lieutenant, Bureau of Fire Investigation
H-28	Lieutenant, Division of Training
H-29	Special Services Officer
H-30	Captain, Fire Department
H-32	Captain, Bureau of Fire Prevention and Public Safety
H-33	Captain, Emergency Medical Services
H-39	Captain, Division of Training

- 2.2 Wages, hours and other terms and conditions of employment for H-8 Per Diem EMT/Paramedic employees are set forth in Appendix A to this MOU. Only the contractual provisions contained in the Appendix apply to employees in the H-8 classification and no other contract provisions in this MOU apply to such employees.
- 2.3 The City agrees that in the event it creates any new uniformed Fire Department classification below the rank of Battalion Chief during the term of this Agreement, such new classification shall automatically be accreted to this bargaining unit and be covered under the terms and provisions of this Agreement.

SECTION 3. NO DISCRIMINATION

- 3.1 The City and the Union agree that no member shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, union membership or activity, sexual orientation, or gender identity, nor shall such a person be the subject of sexual or racial harassment.
- 3.2 Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of his/her rights granted pursuant to this Agreement, the Meyers-Milias-Brown Act, and/or Charter Sections A8.590-1 through A8.590-7. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of his/her Union activities.

SECTION 4. DEFINITIONS

Agreement. This Memorandum of Understanding.

Charter. The Charter of the City and County of San Francisco.

City. The City and County of San Francisco.

Commission. The Fire Commission of the City and County of San Francisco.

Day. Calendar day, unless otherwise specified.

Department. The San Francisco Fire Department.

Employee. A full-time employee appointed to a position in any of the classifications in this bargaining unit.

Field Personnel. All personnel assigned to 24-hour operations.

Immediate Supervisor. The individual who immediately assigns, reviews, or directs the work of a member.

Intermediate Supervisor. The next higher supervisor based on the organization pattern of the Department.

Member. A full-time employee appointed to a position in any of the classifications in this bargaining unit.

MOU. This Memorandum of Understanding.

Ratification. Ratification of this Agreement by the Board of Supervisors of the City and County of San Francisco.

Shift. A twenty-four (24) hour work schedule of two (2) consecutive twelve-hour watches, unless specified otherwise herein.

Union. The San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, CLC.

Unit or Unit 1. All full-time employees appointed to the uniformed ranks of the San Francisco Fire Department in the classifications described in Section 2 of this Agreement.

Watch. All watches in firefighting companies and firefighting units, except the arson investigation unit, shall run from 0800 to 2000 hours; or from 2000 to 0800

hours. In the arson investigation unit, the watches shall run from 1200 hours to 2400 hours or from 2400 hours to 1200 hours.

Workday. A workday consisting of either eight (8), ten (10), or twelve (12) hours.

Working Conditions. Wages, hours, benefits and terms and conditions of employment, i.e., all matters within the scope of representation under the Meyers-Milias-Brown Act.

SECTION 5. UNION BUSINESS

- 5.1 A reasonable number of employees designated and authorized by the Union shall be granted release time (without loss of pay or benefits) to perform their Union functions at Board and Commission meetings of the City and County of San Francisco, committees established pursuant to this Agreement or the orders of the Department, to negotiate or to undertake activities relating to grievance administration. No member shall leave his or her duty or work station without specific prior approval of the Chief of the Department or other authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.
- 5.2 A member may designate another member as provided in the Department Rules and Regulations to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

SECTION 6. UNION SECURITY

6.1 Designation of Management Employees

- a. Except as provided otherwise herein, the provisions of this Section shall apply to all employees in classifications covered under this Agreement when on paid status.
- b. However, the provisions of this Section shall not apply to individual employees of the Fire Department who have been properly and finally determined to be management employees pursuant to Section 16.208 of the Administrative Code (Employee Relations Ordinance).

- c. When the Employee Relations Director receives a request from the Chief of the Fire Department or designee to designate position(s) as management, the Employee Relations Director shall give the Union notice of such request. The Union shall have ten (10) business days within which to request a meeting to discuss the requested designation(s). Upon request of the Union, the Employee Relations Director and the Union shall meet to discuss the requested designation(s). The Employee Relations Director shall thereafter approve or disapprove the requested designation(s).
- d. If the Union disagrees with such designation(s), the Union may submit the matter to an Administrative Law Judge for hearing and final determination.
- e. Designation(s) of position(s) by the Employee Relations Director as management for which no challenge has been filed by the Union shall result in termination of agency shop fees if applicable. Challenges of designation(s) by the Union shall result in agency shop fees being placed in escrow until the disagreement is resolved by an Administrative Law Judge. Following final determination by the Administrative Law Judge, the fees shall be dispersed to either the employee or the Union depending on who prevails.

6.2 Agency Shop

Every employee of the City in the Unit shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

6.3 Payroll Deductions

- a. The Union shall provide the Employee Relations Director with a current statement of membership dues and service fees. Such statement of membership dues and service fees shall be amended as necessary.
- b. The City Controller may take up to thirty (30) days to implement changes in membership dues and service fees after receipt by the Employee Relations Director of an amended statement of dues and fees.
- c. The Controller shall continue to make deductions of membership dues or service fees, as appropriate, from the regular periodic payroll warrant of each member of the Unit.

- d. Nine (9) business days following payday, the City will promptly pay over to the Union all sums withheld for membership dues and service fees. The City shall provide, with each payment, a list of employees paying membership dues and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, and amount deducted.

6.4 Financial Reporting

Annually, the Union will provide an explanation of the service fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

6.5 Religious Exemption

Any employee in the Unit, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of membership and historical objection be relieved of any obligation to pay dues or fees to the Union. The Union shall be informed in writing of any such objections.

6.6 Hudson Compliance

The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in Hudson.

SECTION 7. MEDIA RELATIONS

- 7.1 Elected officers or appointed committee chairpersons of the Union shall be allowed to speak or comment to the media while on duty provided they change into civilian clothes and provided further, that they do not purport to represent the views of the Department. The Chief's office shall be informed in advance, whenever possible, of such contact with the media. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.

SECTION 8. BULLETIN BOARDS, DISTRIBUTION OF MATERIALS, AND ANNOUNCEMENTS

- 8.1 A reasonable amount of space on bulletin boards within Fire Department facilities shall be made available for the dissemination of Union literature. All literature shall be dated, shall be identified by affiliation and author, and shall be neatly displayed, and removed from said bulletin board when no longer timely. The Department agrees that Union literature shall not be removed from said bulletin boards without first consulting with the station steward or Union officer to determine if the literature should remain for an additional period of time. The Department is authorized to remove any literature not posted within the specific limits of this Section upon notifying the appropriate Union representative.
- 8.2 Distribution of Union literature by any Union member shall be done so as not to interfere with or interrupt the performance of official Fire Department duties.
- 8.3 The San Francisco Fire Department agrees to issue for posting through its e-mail system Union notices about Union events and activities, provided that the Union submits its request by e-mail twenty-four (24) hours in advance or by other written means forty-eight (48) hours in advance. If the request is time-sensitive, the Union shall so indicate in its request and, simultaneously with the issuance of the e-mail notice, the Department shall announce over the public address system that an e-mail notice has been issued and the general subject of the notice. Any such notice through the e-mail system shall be accompanied by a statement that the information conveyed thereby is being provided by the Union and that the transmission is authorized by the Department.

SECTION 9. SALARY

- 9.1 Employees shall receive the following base wage increases:

July 1, 2015 – 1%
July 1, 2016 – 2%
July 1, 2017 – 2%

- 9.2 Effective July 1, 2013 for Firefighter (H-2) employees hired on or after July 1, 2013, there shall be two new steps, one at 5% below and one at 10% below the entry step in effect on June 30, 2013. Effective July 1, 2013 for Firefighter (H-2) employees hired on or after July 1, 2013, the new Step 4 of the salary grade shall be a blended step between prior steps 1 and 2.

- 9.3 Effective upon ratification of Amendment No. 6, for EMT/Paramedic/Firefighter (H-3) employees, there shall be one new step at 5% below the entry step for H-3 Level I in effect on June 30, 2013, one new step at 5% below the entry step for H-3 Level II in effect on June 30, 2013, and two new steps (one at 5% below and one at 10% below the entry step in effect on June 30, 2013), for H-3 Level III.
- 9.4 The parties acknowledge that covered employees previously deferred to January 8, 2011 a 2% wage increase that was originally scheduled to be effective on July 1, 2009.
- 9.5 Employees have deferred to July 1, 2011 the 4% wage increase which was scheduled to be effective on July 1, 2010. Such deferral was subject to the terms set forth in section 9.5.
- 9.6 Employees shall defer to January 7, 2012, 1% of the 4% wage increase which was scheduled to be effective on July 1, 2011. Such deferral is subject to the terms set forth in section 9.5.
- 9.7 In the event that any of the circumstances set forth below in subsection (1) or (2) occurs during any of the economic concession periods set forth in section 9.6, the wage deferrals and increased pension contributions described in sections 9.4, 10.2 and 11.2 shall terminate at the close of business on the last day of the applicable economic concession period during which said circumstance occurs, and no subsequent wage deferrals or increased pension contributions shall become effective during the term of this Agreement:
- 1) a violation of Administrative Code section 2A.97 (Proposition F, which requires the Fire Department to fully maintain, staff and operate neighborhood firehouses and emergency apparatus) as adopted on November 8, 2005;
 - 2) a City Charter amendment (other than a retirement benefits ballot measure adopted by the voters in the November 2011 election) or a State ballot measure or State legislation is implemented by the City during any economic concession period set forth in section 9.6, resulting in any reduction in represented employee wages or fringe benefits, or an increase in the average employee work week set forth in Charter section A8.452; In such event, the parties will thereafter meet and confer in good faith regarding the impact of any such Charter amendment, State ballot measure or State legislation, pursuant to Government Code section 3505 and Charter section A8.590 et seq.

9.8 Economic concession periods are as follows:

- (1) July 1, 2010 to December 24, 2010.
- (2) December 25, 2010 to June 30, 2011.
- (3) July 1, 2011 to December 23, 2011.
- (4) December 24, 2011 to June 30, 2012.
- (5) July 1, 2012 to December 21, 2012.
- (6) December 22, 2012 to June 30, 2013.

9.9 The wage deferral set forth in section 9.3 and 9.4 shall be restored on July 1, 2011, and January 7, 2012, respectively. The wage deferral set forth in section 10.2 shall be restored on July 1, 2012.

9.10 In the event that the City's FY 2011-2012 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-2012 to be less than anticipated, then the wage deferrals set forth in section 10.2 shall be adjusted to reflect the adjustments described in Section II.2 of the agreement between the City and the San Francisco Labor Council, Public Employee Committee ("PEC").

Example: If the parity salary increase is 3%, the wage deferral shall be adjusted as follows:

- (1) If the projected deficit is \$150 to \$261 million, then the wage deferral set forth in section 10.2 shall be 1.25%.
- (2) If the projected deficit is \$100 to \$150 million, then the wage deferral set forth in section 10.2 shall be 0.75%.
- (3) If the projected deficit is less than \$100 million, then the wage deferral set forth in section 10.2 shall be null and void.

9.11 Salary adjustments shall be made effective at the beginning of the first full pay period following the effective date of advancement to the next step.

9.12 Newly hired H-2 employees shall enter at salary Step 1, except that H-3 Level I employees who become H-2 employees shall enter at H-2 Step 2 and H-3 Level II employees who become H-2 employees shall enter at H-2 Step 5. Advancement to the next highest Step shall be upon satisfactory completion of the probationary period and all probationary testing. Advancement to subsequent steps shall be upon satisfactory completion of one year of service at the prior step.

9.13 The H-3 EMT/Paramedic/Firefighter classification shall be a class consisting of three functional levels: Level I, Level II, and Level III. Salary steps are as

follows: Level I at Steps 1 to 4, Level II at Steps 5 to 8, and Level III at Steps 9 to 11.

- 9.14 Consistent with Civil Service Commission Rules, and upon approval of the Chief of the Department, who shall give due consideration to seniority, H-2 Firefighters who have successfully completed their probationary period and who possess the requisite experience and certification qualifications of an H-3 Level III shall be appointed to the position of H-3.
- 9.15 9.15 Except as otherwise provided herein, newly hired H-3 employees shall enter at Step 1. H-3 employees shall advance from Step 1 to Step 2 upon satisfactory completion of the probationary period, including completion of all probationary testing. H-3 employees shall advance to Step 3 upon satisfactory completion of one year of active service at Step 2. H-3 employees shall advance to Step 4 upon satisfactory completion of one year of active service at Step 3. Subject to the approval of the Chief of the Department, H-3 employees who possess the Level II requisite experience and certification shall advance to Step 5 upon satisfactory completion of a minimum of one year of service in the Department. H-3 employees shall advance to Step 6 upon completion of one year of active service at Step 5. H-3 employees shall advance to Step 7 upon satisfactory completion of one year of active service at Step 6. H-3 employees shall advance to Step 8 upon satisfactory completion of one year of active service at Step 7.
- 9.16 Newly hired H-3 employees who possess the Level II requisite experience and certification may be appointed by the Chief of the Department at Step 5. H-3 employees shall advance from Step 5 to Step 6 upon satisfactory completion of the probationary period, including all probationary testing. H-3 employees shall advance to Step 7 upon satisfactory completion of one year of active service at Step 6. H-3 employees shall advance to Step 8 upon satisfactory completion of one year of active service at Step 7. Subject to the approval of the Chief of the Department, H-3 employees who meet Level III requisite experience and certification, including the satisfactory completion of the Candidate Physical Ability Test (CPAT), shall advance to Step 9 in order of seniority.
- 9.17 Subject to the approval of the Chief of the Department, newly hired H-3 employees who meet the Level III requisite experience and certification, including the satisfactory completion of the Candidate Physical Ability Test (CPAT), shall be appointed at Step 9. H-3 employees shall advance from Step 9 to Step 10 upon satisfactory completion of the probationary period, including completion of all probationary testing. H-3 employees shall advance to Step 11 upon satisfactory completion of one year of active service at Step 10.
- 9.18 Each H-3 employee advancing from Level I to Level II, or from Level II to Level III, must satisfactorily complete an appropriate performance assessment not to

exceed one (1) year. Those employees who fail to satisfactorily complete this assessment shall revert to the level and salary step they held prior to the beginning of the assessment. Such employees may request to advance from Level I to Level II or from Level II to Level III after one year of service following reversion to the lower level, and not more often than annually thereafter.

9.19 For H-2 and H-3 employees, advancement to subsequent salary steps following Step 1 shall be subject to the following:

a. An employee's scheduled step increase may be withheld if the employee's job performance has been unsatisfactory. The Chief shall provide the affected employee with at least sixty (60) calendar days' notice of the intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Chief shall provide notice of his/her intent to withhold a step increase as soon as possible.

b. Employee performance evaluations may be used as evidence by the City and/or affected employees for the purpose of determining whether a step increase should be withheld.

c. If an employee's step increase is withheld, that employee shall be re-evaluated in six (6) months to determine whether said employee is then eligible for the step increase. Even if the employee's step increase has been withheld for some period of time during one fiscal year, the employee shall be eligible for a step increase upon his/her salary anniversary date in the following fiscal year. An employee's salary anniversary date shall be unaffected by this provision.

d. The withholding of a step increase is subject to the grievance procedure, provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure. Step increases shall not be denied based upon non-merit factors or the discriminatory use of merit factors.

9.20 In the event an employee's paramedic license has been suspended, and provided the Department has not initiated discipline against the employee, he/she shall be allowed to utilize accrued vacation, compensatory time, floating holidays and/or unpaid leave for the period of the license suspension, up to a maximum of one calendar year.

Underpayment and Nonpayment of Compensation

9.21 If it is mutually agreed by the City and the Union that compensation is owed to any employee, the compensation shall be issued as quickly as possible, with the

goal of twenty-eight (28) days from the date of the notification to the PPSD or the Department's payroll division.

- 9.22 Effective July 1, 2007, a one-time adjustment of one percent (1%) shall be included in the base pay of all employees in the bargaining unit, reflecting Section 29.8 of the 2003-2007 MOU.
- 9.23 The Department will continue to post the schedule of employee wage rates.

SECTION 10. MUTUAL AID DEPLOYMENTS

- 10.1 For purposes of this section, "Suppression Personnel" shall consist of all ranks outlined in Section 2.1 of this MOU.
- 10.2 For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the Fire Department shall compensate its suppression personnel employees portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal shall begin at the time of dispatch for the incident and shall end upon the return to San Francisco when equipment and personnel are in service and available for Fire Department response.
- 10.3 The City shall compensate such suppression personnel employees in accordance with Section 13 (Overtime) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. The provisions of Section 13 regarding assignment of overtime do not apply to such deployments.
- 10.4 CalOES mutual aid deployments are governed by General Order 14 A-42, and operation of said general order is not subject to the grievance procedure.

SECTION 11. PARITY

- 11.1 The parties agree that in the event any salary (general base wage) increase is hereafter agreed to, granted or awarded to the members of the San Francisco Police Officers' Association which results in a disparity between the base wage of Q2 Police Officer and H-2 Fire Fighter, a salary (general base wage) increase shall be automatically implemented for the members of this bargaining unit in the amount necessary to maintain base wage salary parity between the H-2 Fire Fighter and Q2 Police Officer benchmark classifications.

- 11.2 Employees shall defer to July 1, 2012 the entire parity salary increase amounting to 3%, which was scheduled to be effective on July 1, 2011. Such deferral is subject to the terms set forth in section 9.5.

SECTION 12. RETIREMENT

- 12.1 Employees shall pay their own employee retirement contributions in an amount equal to 7.0% (old plan) or 7.5% (new plan) of covered gross salary. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).
- 12.2 Notwithstanding paragraph 12.1 above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two-year period beginning July 1, 2011 and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.
- 12.3 If the majority of City and County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.
- 12.4 Pre-Retirement Planning Seminar:
The City shall offer a Pre-Retirement Planning Seminar for bargaining unit members on an as-needed basis by mutual agreement but no less than once a year. Bargaining unit members shall be offered the opportunity to attend this seminar in the order of the number of years of service credit they have towards retirement. The Fire Department may offer to schedule other bargaining unit members to attend the seminar when special circumstances warrant such selection. The seminars will be administered by the San Francisco Fire Department Division of Training in consultation with the Union at a location to be mutually agreed to by the parties. Unused carry forward monies from the Tuition Reimbursement Program as provided in this Agreement will be used to cover the cost of these seminars. The City recognizes the important role played by the Union in preparing, coordinating and putting on this seminar. In recognition of this, upon the written request of the Union to the Employee Relations Director, the City shall provide the Union with \$10,000 per fiscal year for such purposes. The Union will account for all expenditures and return any unused funds to the City to be credited to the MOU Tuition Reimbursement Program set forth in this Agreement.

- 12.5 Payments Upon Retirement. The City shall include Training and Education Achievement Pay in vacation, compensatory time off and pilot wellness lump sum payouts due after retirement. With regard to vested sick leave, to the extent that Civil Service Commission Rules now or in the future do not include Training and Education Achievement Pay in the calculation of post-retirement vested sick leave payouts, members shall receive a supplemental payment, which, when combined with their vested sick leave payment, will be equivalent to the amount they would have received if Training and Education Achievement Pay had been included in the calculation of vested sick leave.
- 12.6 The City shall make its best efforts to pay all accrued vested sick leave, pilot wellness pay, compensatory time (time coming) and vacation within thirty (30) days of the effective date of the employee's retirement.
- 12.7 Effective July 1, 2010, for Tier I employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage increase deferrals or the parity salary deferrals described in sections 9.2, 9.3, 9.4 and 10.2, said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no wage increase deferral or parity salary deferral for Fiscal Years 2010-2011 and 2011-2012.
- 12.8 Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the wage increase deferrals or the parity salary deferrals described in sections 9.2, 9.3, 9.4 and 10.2 for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable wage increase deferrals and the pensionable parity salary deferrals for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only wages deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.
- 12.9 For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

SECTION 13. HOURS

- 13.1 For the duration of this Agreement, field personnel shall work a 24-hour shift (two (2) consecutive twelve-hour watches) and a 48.7-hour average work week, and a 31-day tour of duty (i.e. duty cycle). Each such 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day. The parties understand that this 31 day tour of duty (i.e. duty cycle) is not the work period for purposes of calculating overtime payable under the Fair Labor Standards Act, 29 U.S.C. Section 207(k).
- 13.2 Fire Prevention personnel shall work a 10-hour shift and a 40-hour average work week. Except by consent of the individual, such personnel shall receive three (3) consecutive days off. However, employees transferred to Fire Prevention on or after July 1, 2007 may be placed on a rotating schedule, with no guarantee of three (3) consecutive days off, at the discretion of the Department.
- 13.3 Fire Investigation personnel assigned to the field shall work a 24-hour shift commencing at 1200 hours and continuing through to 1200 hours the following day. For the duration of this Agreement, said personnel shall work a 48.7-hour average work week.
- 13.4 Uniformed Administrative personnel shall work a 40-hour work week. Daily work schedules to be set by the Bureau or Division Chief or Chief of Department.
- 13.5 H-3 Level I and II employees shall work a 40-hour work week which shall consist of four 10-hour shifts. Subject to approval by the Chief of the Department, the Department may choose to implement a 12-hour shift, in which case the parties shall meet and confer concerning the method of implementation. H-3 Level III employees shall work a 24-hour shift (two (2) consecutive twelve-hour watches), a 48.7-hour average work week, and a 31-day tour of duty (i.e., duty cycle).

SECTION 14. OVERTIME COMPENSATION

- 14.1 The Chief of the Department or designee may require members to work longer than the regular work day or the regular work week.
- 14.2 Overtime Provisions For Employees On A 48.7 Hour Average Work Week. Subject to the provisions below, any time actually worked under proper authorization or suffered to be worked in excess of the number of hours normally scheduled and in excess of 106 hours in the 14-day PPSD pay period shall be designated as overtime and shall be compensated at one and one half (1.5) times the base hourly rate, except as otherwise required by the FLSA.

- 14.3 Overtime Provisions For Employees On A 40 Hour Average Work Week. Subject to the provisions below, any time actually worked under proper authorization or suffered to be worked in excess of the number of hours normally scheduled shall be designated as overtime and shall be compensated at one and one half (1.5) times the base hourly rate, except as otherwise required by the FLSA.
- 14.4 For the purposes of this section, jury duty and statutory holidays shall be counted as hours worked; vacation hours, sick leave, compensatory time and any other paid or unpaid leaves not herein listed shall not be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
- 14.5 Notwithstanding any other provision of this Agreement, all mandatory, unscheduled hours worked will be compensated at one and one-half (1.5) times the base hourly rate, except as otherwise required by the FLSA.
- 14.6 The method of assigning overtime shall be in accordance with a procedure developed by the Fire Department and the Union. Said procedure shall provide a fair and equitable method for assigning overtime, so each member of the bargaining unit shall have as equal an opportunity as possible, taking into consideration operational needs, to be scheduled to work overtime.
- 14.7 Members working a forty (40) hour workweek (i.e., 80 hours biweekly) who accept a suppression overtime assignment shall be compensated at the appropriate suppression hourly rate (i.e., based on the 97.4-hour biweekly rate).

SECTION 15. COMPENSATORY TIME ("TIME COMING")

- 15.1 Members may request to earn compensatory time off at the rate of time-and-one-half in lieu of paid overtime at the rate of time-and-one-half, subject to the approval of the Chief of the Department, except as provided below:
- a. The maximum amount of accumulated compensatory time ("time coming") shall be 480 hours (240 hours for H-3 employees at Level I and Level II). Once a bargaining unit member reaches the maximum, the member can only be compensated monetarily for all work for which he or she would otherwise be eligible and approved to earn compensatory time. Effective June 30, 2010, employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.

- b. Effective July 1, 2008, an employee who is promoted to a higher rank shall have his or her compensatory time balance cashed out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.
- 15.2 All bargaining unit members shall be entitled to use their compensatory time upon reasonable notice provided that such time off is not unduly disruptive to the operations of the Department.
- 15.3 In accordance with 29 U.S.C. 207(o)(5), no request for the use of compensatory time shall be denied on the basis that such use of compensatory time will require the hiring of a replacement on overtime.
- 15.4 Restrictions on Requests for Non-Emergency Time Coming
 - a. In order to provide consistent staffing throughout each tour of duty, all time-coming, for employees assigned to 24-hour shifts, will be granted in increments of twelve (12) hours, corresponding to the member's assigned watch. In this way, members who use compensatory time-coming can be replaced and proper staffing levels maintained.
 - b. Transfer of time-coming will only be allowed between members of the same rank or from a member of a higher rank to a member of a lower rank.
- 15.5 Emergency Time Coming
 - a. Emergency use of time-coming may be granted to officers and members of fire suppression companies by the on-duty battalion chief. Firefighters shall request such use through their company officer.
 - b. During regular office hours, the granting officer shall verify with the Bureau of Assignments that the member has sufficient time accumulated to satisfy the request. If emergency compensatory time is requested and granted after normal Bureau of Assignments office hours, the granting Chief Officer shall verify and report the requesting member's time-coming balance by contacting the Bureau of Assignments (between 0700 and 0800 hours) prior to the completion of the Tour of Duty.
 - c. Form 418.2 shall be completed and signed by the granting officer, and submitted through channels to the Bureau of Assignments immediately after verification.

- d. Emergency use of time-coming may be granted to non-suppression members by their immediate superior. Verification and report requirements are the same as for members of fire suppression companies.

SECTION 16. STANDBY PAY, CALL BACK AND COURT APPEARANCE PAY

16.1 Standby Pay.

Employees who, as part of the duties of their positions, are assigned in writing by the Chief of the Department or designee, to standby service while off duty to be instantly available shall have a paging device or cell phone made available to use during the period of standby service. Such employees shall be paid an amount equivalent to two (2) hours of their regular rate of pay for each assignment on a regularly scheduled work day, and three (3) hours of their regular rate of pay for each assignment on a regularly scheduled day off.

16.2 Call Back Pay

An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment to perform his/her duties shall be paid a minimum of three (3) hours of pay at his/her regular rate of pay at the appropriate straight-time or overtime rate or shall be paid for all time while engaged in the performance of his/her duties plus actual travel time to and from the assignment not to exceed one (1) hour of travel time each way. If an employee on standby is called back to work, call back pay shall be paid in lieu of standby pay.

16.3 Court Appearance Pay

- a. Court appearance time for court or administrative hearings commences with the earliest time that the employee is compelled to report that day. Court appearance time includes time for court preparation and conferences on the same day as the court appearance(s).

- b. Employees appearing on a regularly scheduled day off for court or administrative hearings where the City or Department is a party shall receive a minimum of three (3) hours of court appearance pay at his/her regular rate of pay at the appropriate straight-time or overtime rate for each day involving one or more court appearances. If court appearance time exceeds three (3) hours, employees shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

- c. Employees appearing less than one hour prior to the beginning of their scheduled shift for court or administrative hearings where the City or Department is a party shall receive one (1) hour of court appearance pay.

Employees appearing for such hearings more than one (1) but less than two (2) hours prior to the beginning of their scheduled shift shall receive two hours of court appearance pay. Employees appearing for such hearings more than two (2) hours but less than three (3) hours prior to the beginning of their scheduled shift shall receive three (3) hours of court appearance pay. Employees appearing for such hearings more than three (3) hours prior to the beginning of their scheduled shift shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

d. No court appearance pay will be allowed for an employee's meal period.

e. Employees on sick leave with pay or disability leave who appear for court or administrative hearings or are placed on standby are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.

f. Employees on suspension who are subpoenaed and appear for court or administrative hearings or are placed on standby are entitled to compensation at their regular rate of pay.

g. Compensation requests for court appearances in which neither the City nor the Department is a party shall be processed, reviewed, and certified by the Department. These requests must be sent to the Department along with a copy of the subpoena and the record of court appearance approved by the requesting employee's supervisor. Such employees shall receive one half-hour of court appearance pay for each half-hour or fraction thereof of court appearance time.

16.4 Emergency Recall

Employees must have the ability to respond to emergency recall within four (4) hours.

SECTION 17. SENIORITY LIST

17.1 The Fire Department shall maintain and post annually a current seniority list by September 1 of each year during the term of this Agreement.

SECTION 18. DEFINITION OF SENIORITY

18.1 Departmental seniority shall be determined by continuous service in the Fire Department calculated from the date of employment in a uniformed rank in the

Department. Seniority in rank shall be calculated from date of appointment to the rank. Continuous service shall be broken only by resignation, discharge or retirement. This section is not intended to change the current rules of the San Francisco Fire Department regarding seniority.

18.2 Notwithstanding the above, seniority within the rank of H-3 Level III Firefighter/Paramedic for members who were in the Department as of July 1, 1997 and who completed paramedic training by February 1, 2000 shall be calculated using an “odd/even” plan as follows: members appointed to this rank who previously held permanent appointment to the rank of H-2 Firefighter shall be assigned odd seniority numbers and members who previously held permanent appointment to the rank of H-1 Firefighter Paramedic shall be assigned even seniority numbers. For members who became employed by the Department between July 1, 1997 and December 31, 2005, seniority within the rank of H-3 Level III shall be calculated from the date of the appointment to the H-3 rank, except that seniority for members in the fourth and fifth paramedic classes shall be in accordance with General Order 99 A-99. Seniority numbers granted to H-3 Firefighter Paramedics prior to January 1, 2006 will remain the same.

18.3 Seniority for H-3 EMT/Paramedic/Firefighter employees hired on or after January 1, 2006 shall be calculated as follows:

Level I– Upon appointment to H-3 Level I.

Level II– Upon appointment to H-3 Level II.

Level III – Upon appointment to H-3 Level III.

18.4 Further, seniority within the rank H-33 EMS Captain shall be identical with that of the DPH Paramedic Division sign up roster for all persons appointed to the H-33 rank from class 2534.

18.5 Seniority for employees appointed to the same rank on the same day shall be calculated for new employees using the Department’s lottery method and for promotional employees, by using an employee’s ranking on the eligibility list of said rank.

SECTION 19. ASSIGNMENTS AND TRANSFERS

19.1 Assignments and transfers shall be made pursuant to the provisions of Article No. 39, Rule 3953 of the Rules and Regulations of the Fire Department.

19.2 Employees who are appointed from the rank of H-2 Firefighter to the rank of H-3 EMT/Paramedic/Firefighter shall be entitled to reinstate to the rank of H-2

Firefighter after five (5) years of continuous service in the rank of H-3 EMT/Paramedic/Firefighter, except that such reinstatement may be permitted at an earlier date in cases of extreme personal hardship or when an H-3 EMT/Paramedic/Firefighter can no longer perform the duties of a paramedic and is able to perform the duties of Firefighter subject to the approval of the Chief of the Department. All reinstatements will become effective based on the Department's assessment of its operational needs and service to the public. Upon reinstatement, the employee's years of service in the rank of H-3 shall be counted as years of service in the rank of H-2 Firefighter for the purpose of determining seniority in that rank.

- 19.3 Any H-3 not covered by Section 18.2 above who is able to perform the duties of a Firefighter may request to be appointed to the rank of H-2 Firefighter subject to the approval of the Chief of the Department. After the granting of such a request, the former H-3 shall not work on an ambulance except in exigent circumstances (i.e., situations when off-duty employees are recalled). Employees in the rank of H-3 Level III who are appointed to the rank of H-2 Firefighter on or after January 1, 2006 shall maintain a valid California paramedic license for the duration of their employment in the rank of H-2.
- 19.4 The Department shall not detail any employee in the rank of H-2 or H-3 Level III to replace any H-3 Level I or Level II employee or to work on an ambulance for all or any portion of an 8-hour shift or a 10-hour shift except in exigent circumstances (i.e., situations when off-duty employees are recalled).
- 19.5 Any employee in the rank of H-3 Level III (Step 7) may request re-assignment as an H-3 Level II (Step 6). Such requests shall be approved at the discretion of the Chief of the Department, based on consideration of the operational needs of the Department. Following the approval of such a request, said employee may request to return to H-3 Level III (Step 7) after a minimum of six months at H-3 Level II (Step 6). Approval of requests to return to H-3 Level III (Step 7) shall be at the discretion of the Chief of the Department, based on consideration of the operational needs of the Department. Employees returning to H-3 Level III (Step 7) shall not be required to complete a performance assessment but shall be required to comply with any applicable Department rules concerning re-training.
- 19.6 All reinstatements will become effective based on the Department's assessment of its operational needs and service to the public. Upon reinstatement, the employee's years of service in the rank of H-3 EMT/Paramedic/Firefighter shall be counted as years of service in the rank of H-2 Firefighter for the purpose of determining seniority in that rank.
- 19.7 Vacant Tour Assignments for Suppression shall be awarded by seniority on the basis of the then-current seniority list. For Suppression members except H-3 EMT/Paramedic/ Firefighters at Levels I and II, vacant tour assignments shall be

awarded by September 15 of each year. Effective in the fiscal year beginning on July 1, 2008, vacant tour assignments for H-3s at Levels I and II shall be awarded by September 15.

Assignment of Apparatus Operators, Emergency Medical Technicians and Associated Relief Personnel

- 19.8 Assignment to permanent vacancies in designated Apparatus Operator and EMT positions will be in accordance with §3953 of the Rules and Regulations. Personnel holding permanent assignment to these positions will keep the position, providing they remain qualified and subject to the provisions of §3953 of the Rules and Regulations.
- 19.9 Short term vacancies, sixty (60) days or less, will be filled on a daily basis by a qualified person in the following order:
- a. Assigned members in the company by seniority, provided that such member is regularly scheduled for work on that day in that company.
 - b. Assigned members in the station by seniority.
 - c. Vacation relief or detailed members by seniority.

NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a qualified permanent member in the company or station willing to be temporarily assigned to the position.

- 19.10 Long term vacancies, more than sixty (60) days, will be temporarily filled, until the position is advertised and permanently filled, by a qualified person in the following order:
- a. Assigned members in the company as designated by the Captain of the company, with due regard for seniority.
 - b. Assigned members in the station as designated by the Captain of the company, with due regard for seniority.
 - c. Vacation relief personnel will be assigned to the position by the Bureau of Assignments, with due regard for seniority.

NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a permanent qualified member in the company or station willing to be temporarily assigned to the position.

- 19.11 In no case may a person own two positions.

- 19.12 Temporary reassignments may not be made of personnel occupying a similar assignment in the same or another company.

Assignment to the Department of Emergency Management (“DEM”)

- 19.13 It is the goal of the City and County of San Francisco to staff the DEM with non-uniformed dispatchers.
- 19.14 The regular schedule for members assigned to the DEM shall be a twelve (12) hour shift and a forty-two (42) hour average workweek. Shifts will be based on a six (6) week rotating A, B, C, D schedule of “three days on and three days off.” The day shift will be from 0700-1900 and the night shift will be from 1900-0700. These schedules shall be considered a suppression assignment.
- 19.15 Members assigned to the DEM shall receive dispatcher premium pay of eight percent (8%) of the base rate of pay for all hours worked during the forty-two (42) hour workweek at the DEM. Premium payments provided in this section shall be considered as part of an employee’s regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act, but shall not be included in the calculation of retirement benefits due from the San Francisco City and County Employees’ Retirement System or any other benefit which is a function or percentage of salary.
- 19.16 Overtime compensation shall be defined as hours worked in excess of the hours as set forth above.
- 19.17 The Department will consider the following criteria for selecting members for assignment to the DEM in the following order:
- (1) volunteers;
 - (2) members with the least seniority in rank.
- 19.18 Members who have been assigned and/or detailed to the DEM and have worked a maximum of 2316 hours (193 12-hour shifts), shall be reassigned to a shift in the field. The computation of the required hours shall include actual hours worked on or after April 1, 2000 at the DEM, excluding overtime.
- 19.19 If necessary to meet the operational needs of the DEM on a particular day, members may be detailed from the field to the DEM for up to twelve (12) hours. The Department will not detail members to the DEM for less than twelve (12) hours or after 8 p.m. except for training purposes or due to unforeseen exigent circumstances. Members detailed to the DEM shall be chosen in the following order:

- (1) newly trained members awaiting assignment;
 - (2) members who have been assigned to the DEM within the previous thirteen (13) months shall be chosen according to the DEM “detail chart.”
- 19.20 The City shall provide communications training for members who are assigned to work at the DEM. No member shall be assigned or detailed to work at the DEM until he/she is fully trained. The City shall provide communications training so that members will be fully trained prior to their assignment.
- 19.21 The Department shall grant requests for IDVs and TCs for members assigned to the DEM received before December 15 on the basis of seniority. The Department shall act on requests for IDVs and TCs received after December 15 in the order received. Requests for IDVs and TCs shall be approved or rejected by the Department, in writing, within five (5) business days of such request.
- 19.22 The Department shall honor all previously approved elective leave requests in the event a member is reassigned to the DEM or if a member is reassigned from the DEM to the field.
- 19.23 Break schedules for members assigned to the DEM shall be established by the Fire Department. Employees shall receive a total of one and one-half (1.5) hours for meal breaks, and three (3) fifteen (15) minute breaks during each 12-hour shift. The Union and the employees assigned to the DEM shall receive advance notice of changes in these schedules, but meeting and conferring will not be required so long as the total amount of break time set forth above remains the same.
- 19.24 No member shall be permanently excused from assignment and/or detail to the DEM.

Assignment to the San Francisco International Airport (“SFO”)

- 19.25 In recognition of the time and effort spent to provide appropriate training to members assigned to SFO and consistent with Federal Aviation Administration recommendations, once a member has completed said training, those members who are assigned to SFO as a result of voluntarily signing up shall remain assigned to SFO for a minimum of five years, absent extenuating circumstances.
- 19.26 Notwithstanding the above, any member assigned to SFO may change assignments before completing five years: (a) in the event the member receives a promotive opportunity; or (b) the member was assigned to SFO involuntarily.

SECTION 20. VACATION LEAVE

- 20.1 Vacation leave shall be provided as set forth in Charter Section A8.440.
- 20.2 The annual suppression vacation selection procedure shall continue to be on the basis of seniority in rank.
- 20.3 The Department shall make its best efforts to approve vacation requests and publish the vacation list by October 15 of each year for the subsequent year.
- 20.4 If revisions to Administrative Code Sections 16.11 and 16.12, dated May 2, 2003, are adopted by the Board of Supervisors, this section will be amended to comply therewith. If said revisions are rejected by the Board of Supervisors, the parties to this Agreement will meet and confer within ninety (90) days of rejection by the Board of Supervisors to develop a plan consistent with Administrative Code Sections 16.11 and 16.12.

Intermittent Daily Vacation Hours

- 20.5 Bargaining unit members who during the annual vacation sign-up do not schedule the entire vacation which they have, or will have, earned and accumulated may request to take such unscheduled vacation hours off from work during the year as Intermittent Daily Vacation hours, subject to the following conditions:
- 20.6 Bargaining unit members who have, or will have, earned and accumulated 120 hours of vacation may be granted two (2) or four (4) 12-hour watches of Intermittent Daily Vacation hours annually, which must be taken in blocks of 24 hours at a time, i.e., two 12-hour watches in pairs.
- 20.7 Bargaining unit members who have, or will have, earned and accumulated 180 hours of vacation may be granted two (2), four (4), or five (5) 12-hour watches of IDV hours. A bargaining unit member who takes five (5) 12-hour watches of IDV hours must take four (4) of those 12-hour watches of IDV hours in blocks of 24 hours at a time, i.e., two 12-hour watches in pairs. The bargaining unit member may combine the remaining 12 hours of vacation with 12 hours of time coming in order to obtain paid leave for an entire twenty-four (24) hour shift.
- 20.8 Bargaining unit members who have, or will have, earned and accumulated 240 hours of vacation may be granted two (2), four (4), six (6) or eight (8) 12-hour watches of IDV hours that must be taken in blocks of 24 hours at a time, i.e., two 12-hour watches in pairs.
- 20.9 Requests for IDV hours shall be forwarded after the release of the annual vacation schedule for the next calendar year. The Department shall make its best efforts to ensure that requests received on or before November 15 will be granted or denied by December 15. Requests for IDV hours received by November 15 shall be

granted on the basis of seniority in rank. Requests for IDV hours received after November 15 will be granted or denied in the order in which they are received.

SECTION 21. HOLIDAYS

21.1 Non-Suppression Personnel

a. Legal and Floating Holidays

Legal and floating holidays each provide eight (8) hours of paid time off regardless of an employee's work schedule. Employees who work schedules other than the standard five (5) day, forty (40) hours per week schedule shall receive the same allocation of holiday hours as those on the standard schedule.

b. Designation of Holidays

1. Except when normal operations require, or in an emergency, non-suppression personnel shall not be required to work on the following days, which are hereby declared to be holidays for such employees:

- New Year's Day, January 1;
- Martin Luther King, Jr.'s Birthday;
- Presidents' Day, the third Monday in February;
- Memorial Day, the last Monday in May;
- Independence Day, July 4;
- Labor Day, first Monday in September;
- Columbus Day, the second Monday in October;
- Veteran's Day, November 11;
- Thanksgiving Day;
- The Day After Thanksgiving;
- Christmas Day, December 25;
- Any day declared to be a holiday by proclamation of the Mayor after declared by the Governor of the State of California or the President of the United States.

2. Employees assigned to seven (7) day non-suppression operations shall be allowed another day off, if a holiday as specified in this section falls on one of their regularly scheduled days off.

3. For non-suppression Monday through Friday operations: In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the

Governor declares that such preceding Friday shall be a legal holiday, the Chief of the Department shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the Chief of the Department or designee within the same fiscal year of the date of the holiday.

c. Floating Holidays

1. Non-suppression personnel shall be granted four (4) floating holidays (thirty-two (32) hours) per fiscal year to be taken with approval of the Chief of the Department or designee.
2. Non-suppression personnel with twenty (20) or more years of City Service shall be granted eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year, to be taken with approval of the Chief of the Department or designee.
3. Non-suppression personnel in the bargaining unit who are unable to take floating holidays during an entire fiscal year due to disability may convert his or her floating holiday(s) at straight time to time-coming (compensatory time).
4. Floating holidays received in one fiscal year, but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

d. Holiday Pay (Compensation for Work Performed on a Holiday)

Non-suppression personnel who are required to work on any of the above fixed holidays shall be compensated at the rate of time and one half of the regular rate of pay for any hours actually worked on a holiday, subject to the approval of the Chief of the Department or designee.

21.2 Fire Suppression Personnel

- a. Twenty-four (24) hour fire suppression personnel and H-3 EMT/Paramedic/Firefighters shall be paid a holiday premium per pay period, excluding overtime compensation and premiums, as holiday compensation for the holidays specified in Section 20.1. Upon declaration by the Mayor of any holiday in addition to those specified in Section 20.1(b), twenty-four (24) hour suppression personnel and H-3 EMT/Paramedic/Firefighters shall be paid an additional holiday premium which will be calculated on a proportional basis by the Controller's office.
- b. Employees who utilize sick pay on the shift commencing on the day before, the shift commencing on the day of, or the shift commencing on the day after a specified holiday shall not receive the holiday premium for two pay periods. For the Thanksgiving holidays, a single continuous usage of sick pay by an employee during any or all of the shifts commencing on the day before Thanksgiving Day, Thanksgiving Day, the Day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that employee not receiving the holiday premium for the two subsequent pay periods. Employees on disability leave and/or employees working a forty (40) hour-per-week schedule on a temporary modified duty assignment on any specified holiday shall not receive holiday premium for that one pay period.
- c. The holiday premium for employees who are members of the Retirement System under Charter section A8.598 ("New Plan" or "Tier II") shall be set at the following rates on the corresponding dates:

July 1, 2007	7%
July 1, 2008	4%
July 1, 2009	5%
July 1, 2010	6%
December 25, 2010	6.5%

Notwithstanding the above, employees who are members of the Retirement System under Charter sections A8.585 and A8.596 ("Old Plan" or "Tier I") shall be paid a seven percent (7%) holiday premium.

- d. On and after July 1, 2008, the holiday premium shall be included as compensation for Retirement System purposes for members of the Retirement System under Charter Section A8.598. Such premium is not and shall not be "attached to the rank."

SECTION 22. STAFFING

- 22.1 Deployment of all personnel shall be at the discretion of the Chief of Department, subject to the following minimum requirements:
- a. Engines - All fire engines shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 hours and 2000 hours, all fire engines shall be staffed with one officer and three firefighters.
 - b. Rescue Squads - All rescue squads shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 and 2000 hours, all rescue squads shall be staffed with one (1) officer and three (3) firefighters.
 - c. Trucks - All trucks shall be regularly and routinely staffed with one (1) officer and four (4) firefighters. Any truck with an inoperative aerial ladder shall be regularly and routinely staffed with one (1) officer and five (5) firefighters for the period of time that the aerial ladder is inoperative, or until such time as the truck with the inoperative aerial ladder is replaced with a truck with an operative aerial ladder. At 0800 and 2000 hours, all trucks shall be staffed with one (1) officer and four (4) firefighters, and any truck with an inoperative aerial ladder shall be staffed with one (1) officer and five (5) firefighters.
- 22.2 The Department shall have no less than five (5) H-10 Incident Support Specialists on duty from 0800 to 2000 hours and from 2000 to 0800 hours each day. Deployment shall be at the discretion of the Chief of the Department.
- 22.3 The Department shall have one (1) H-33 (EMS Captain on radio/communications/C-MED) on duty seven (7) days each week, 24 hours each day.
- 22.4 The Department acknowledges its responsibility to regularly and routinely provide adequate staffing levels to meet fire suppression and emergency medical service needs and for the safety of all members of the Department, as set forth above.

SECTION 23. SHIFT AND WATCH EXCHANGES

- 23.1 A member of the bargaining unit may exchange his or her scheduled shift or watch with another member in accordance with the Fire Department Rules and Regulations, provided the exchange results in no net increase in cost to the City.

SECTION 24. WORKING OUT OF CLASSIFICATION

24.1 Daily Acting Assignments (Suppression)

Suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall be paid at the rate of that rank while assigned. The provisions of this section shall apply only to positions which are normally scheduled to perform duties on a 24-hour shift schedule. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Daily acting assignments shall be made according to an employee's seniority at the applicable lower permanent civil service rank absent an active promotional list. However, H-20 assignments shall be based on total seniority in ranks below H-20 which are covered by this Agreement. Possession of special skills may be required for acting assignments for H-6 Investigator and civil service exempt positions.

24.2 Long Term Acting Assignments (Suppression)

Suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave) if all of the following conditions are met:

- (1) The position to which the employee is assigned must be an authorized budgeted position, and
- (2) The employee assigned is projected to perform the duties of the higher rank for longer than 30 calendar days.

If these conditions are met, the Chief or his/her designee shall authorize in writing the acting assignment and shall forward the Acting Assignment Pay Forms to the appropriate City and County Department for approval and processing. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Acting Assignment Pay shall be retroactive to the first day of the assignment. Long Term Acting Assignments shall be made with due regard for seniority.

24.3 Non-Suppression Acting Assignments

Non-suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall

receive the compensation of the higher rank for the duration of the assignment (including paid leave) if all of the following conditions are met:

- (1) The position to which the employee is assigned must be an authorized budgeted position, and
- (2) The employee is assigned to perform the duties of the higher rank for longer than ten (10) consecutive working days.

If these conditions are met, the Chief or his/her designee shall authorize in writing the acting assignment and shall forward the Acting Assignment Pay Forms to the appropriate City and County Department for approval and processing. Acting Assignment Pay shall be retroactive to the first day of the assignment. Long Term Acting Assignments shall be made with due regard for seniority.

24.4 The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

SECTION 25. TRAINING AND EDUCATION ACHIEVEMENT PAY

25.1 Training and Education Achievement Pay is intended to encourage individual development through a comprehensive educational program.

25.2 Members hired before October 1, 2013 who possess one or more of the following shall receive an additional six percent (6%) of their base wage:

- (1) Associate of Arts or Associate of Science degree from an accredited institution in Fire Science or related field;
- (2) Bachelor of Arts or Bachelor of Science degree from an accredited institution in Fire Science or related field;
- (3) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

25.3 Members hired on or after October 1, 2013 shall be eligible for Training and Education Achievement Pay as follows:

- (1) Level I. Members who possess one or more of the following shall receive an additional four percent (4%) of their base wage:
 - (a) Bachelor of Arts or Bachelor of Science degree from an accredited institution in Fire Science or related field, plus two (2) years of

service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(b) Associate of Arts or Associate of Science degree from an accredited institution in Fire Science or related field, plus four (4) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(c) Fire Officer Certification received from California Fire Service Training and Education System (CFSTES), plus six (6) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

(2) Level 2. Members who possess one or more of the following shall receive an additional six percent (6%) of their base wage:

(a) Bachelor of Arts or Bachelor of Science degree from an accredited institution in Fire Science or related field, plus five (5) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(b) Associate of Arts or Associate of Science degree from an accredited institution in Fire Science or related field, plus seven (7) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(c) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

25.4 Notwithstanding the above, members already receiving Training and Education Achievement Pay as of October 1, 2013 shall continue to receive Training and Education Achievement Pay.

25.5 Training and Education Achievement Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement. It is the parties' understanding that this benefit is part of the salary attached to the rank for all qualified uniformed members and shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions. Members on disability shall continue to receive Training and Education Achievement Pay.

SECTION 26. HAZARDOUS MATERIALS PAY

- 26.1 Members who are qualified Hazardous Materials (HAZ MAT) Specialists shall receive \$26.50 Hazardous Materials Pay, per biweekly pay period.
- 26.2 Any employee who possesses a Hazardous Materials Certificate shall receive a Haz Mat premium of five percent (5%) of base pay for all hours worked at Rescue 1, Rescue 2, or Station 36.
- 26.3 Hazardous Materials Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act, but shall not be included in the calculation of retirement benefits due from the San Francisco City & County Employees' Retirement System or any other benefit which is a function or percentage of salary.

SECTION 27. EMERGENCY MEDICAL TECHNICIAN PAY

- 27.1 Each Engine Company, Rescue Squad and Truck Company shall be regularly staffed with at least one Emergency Medical Technician (EMT) during each watch.
- 27.2 A qualified EMT temporarily assigned to carry out the duties of the regularly assigned EMT for a minimum of one full watch shall receive 5 percent (5%) of base pay when performing such work prorated for each watch so assigned.
- 27.3 Each Engine Company, Rescue Squad and Truck Company shall be regularly staffed with one Emergency Medical Technician (EMT) during each watch. Assignment pay for such EMTs shall be 5 percent of base pay when performing such work. Such pay shall only be paid to members who are actually assigned to and performing the EMT function.
- 27.4 If EMTs are assigned to an ambulance, those EMTs shall receive an eight percent (8%) assignment pay.
- 27.5 If a regularly assigned EMT is unavailable for duty, temporary assignments shall be made in conformity with the procedures specified in this Agreement.
- 27.6 EMT pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act, but shall not be included in the calculation of retirement benefits due from the San Francisco City & County Employees' Retirement System or any other benefit which is a function or percentage of salary.

- 27.7 In the event an employee's EMT certificate has been suspended, and provided the Department has not initiated discipline against the employee, he/she shall be allowed to utilize accrued vacation, compensatory time, floating holidays and/or unpaid leave for the period of the certificate suspension, up to a maximum of one calendar year.

SECTION 28. APPARATUS OPERATOR ASSIGNMENT PAY

- 28.1 Employees assigned to perform the duties of apparatus operator (pump operator, aerial truck operator, tiller operator, Rescue Squad driver, Bureau of Equipment driver, Service Squad driver and Airport apparatus driver) shall receive Apparatus Operator Assignment Pay of 5 percent (5%) of their base pay for performing such work. Apparatus Operator Assignment Pay shall be paid only to members actually assigned to and performing this function.
- 28.2 The above designated positions currently assigned shall continue following execution of this Agreement. Vacancies in such assignments shall be filled in accordance with practices in effect at the time of the execution of this Agreement.
- 28.3 If a regular apparatus operator as described above is unavailable for duty, Relief Apparatus Operators (RAOs) shall be assigned on a daily basis and paid pro-rata assignment pay for each full watch so assigned in conformity with the procedures specified in this Agreement.
- 28.4 Qualifications shall be established through methods and procedures determined by Fire Department administration including successful completion of a Division of Training proficiency examination containing a written and manipulative component (with recertification required every eighteen (18) months).
- 28.5 Apparatus Operator Assignment Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act, but shall not be included in the calculation of retirement benefits due from the San Francisco City & County Employees' Retirement System or any other benefit which is a function or percentage of salary.

SECTION 29. SICK LEAVE ORDINANCE

- 29.1 San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

SECTION 30. PREMIUM PAYMENTS

- 30.1 Preceptor Differential Pay. Employees in the rank of H-3 EMT/Paramedic/Firefighter who are designated as a certified Preceptor in relation to paramedic or other emergency medical services training activities shall be paid an eight percent (8%) Preceptor differential in addition to their base pay for any hours during which they are assigned to train a member of the San Francisco Fire Department.
- 30.2 Employees in ranks of H-20 Lieutenant and H-30 Captain who are currently certified by the SFFD EMS Medical Director as a paramedic shall be paid an additional \$26.50 biweekly incentive pay for as long as they maintain such certification.
- 30.3 Bilingual Assignment Pay. Employees who are assigned by the Chief of the Department to a designated bilingual assignment shall be paid an additional compensation of \$36.00 biweekly. A designated bilingual assignment is one designated by the Department which requires translating to and from a foreign language including sign language as used by the hearing impaired.
- 30.4 Retention Pay. Employees who have completed twenty-three (23) years or more of service as a uniformed member of the Department shall receive 2% Retention Pay. Effective June 30, 2008, employees who have completed twenty-six (26) years or more of service as a uniformed member of the Department shall receive an additional two percent (2%) Retention Pay, for a total of four percent (4%). Retention Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement. Retention Pay shall be considered as part of an employee's salary for purposes of computing retirement benefits and retirement contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for uniformed members who have completed the required years of service covered by this Agreement. Retention Pay that was being paid to a member at the time the member became disabled shall be included in the member's disability benefits.
- 30.5 Paramedic License Pay and Paramedic Clinical Assignment Pay. Employees in the rank of H-3 Level III who are appointed to the rank of H-2 Firefighter and who are required to maintain a valid California paramedic license shall be paid Paramedic License Pay of five percent (5%) in addition to their base pay for all hours. Such employees shall also be paid Paramedic Clinical Assignment Pay of five percent (5%) in addition to their base pay for any hours during which they are assigned to a clinical paramedic position on an ALS engine. Paramedic License Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement. It is the parties' understanding that Paramedic License Pay is part of the salary attached to the

rank for all qualified uniformed members and shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions. Paramedic License Pay that was being paid to a member at the time the member became disabled shall be included in the member's disability benefits.

- 30.6 Night Shift Differential. Employees in the ranks of H-3 Level I and II shall be paid six and one-quarter percent (6.25%) more than the base rate of pay for all time actually worked between 6:00 p.m. and 6:00 a.m. This night shift differential shall not be included for purposes of retirement benefit calculations or contributions.
- 30.7 Preceptor differential pay, EMT Pay, Paramedic Incentive Pay, Paramedic License Pay, Paramedic Clinical Assignment Pay, Apparatus Operator Assignment Pay, and/or Bilingual Pay may be stacked with Retention Pay and either Hazardous Material Pay or Training and Education Achievement Pay. Members who are permanently assigned by the Chief of the Department to a Hazardous Material Specialist assignment may stack these premiums with Retention Pay, Hazardous Material Pay and Training and Education Achievement Pay. Unless otherwise provided in this Agreement, there shall be no other pyramiding or stacking of premium payments provided in this Agreement.
- 30.8 Premium payments provided in this section shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act. Except for Retention Pay as provided in Section 29.4, and Paramedic License Pay as provided in Section 29.5, premium payments provided in this section shall not be included in the calculation of retirement benefits due from the San Francisco City & County Employees' Retirement System or any other benefit which is a function or percentage of salary.

SECTION 31. FAMILY CARE AND MATERNITY/PATERNITY LEAVE

- 31.1 Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.
- 31.2 The starting date for maternity leave is a decision of the member and her doctor.
- 31.3 The return date from maternity leave is a decision of the member and her doctor.
- 31.4 The member has the right to include vacation time, sick leave and/or any other accrued leave in maternity leave.

- 31.5 All bargaining unit members who have one or more years of continuous service in the San Francisco Fire Department shall be granted up to one year of unpaid family care leave for the following reasons:
1. The birth of a biological child of the employee;
 2. The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker.
 3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
 4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.
- 31.6 Bargaining unit members shall also be entitled to use accrued vacation time, sick leave, and/or any other accrued leave for family care leave.
- 31.7 Any member in a Non-Suppression position working a 40-hour work week shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
- 31.8 In addition, any member in a Non-Suppression position working a 40-hour work week who is a parent or who has child rearing responsibilities (including domestic partners, but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not to exceed eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, provided that the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.
- 31.9 The City shall continue to provide health and dental care benefits for employees and their dependents while employees are absent from work on unpaid family care leave as provided in this section.

- 31.10 When a female member returns to work from maternity leave, she will be reinstated in her original assignment if possible, otherwise to a comparable assignment, provided, however, that a female member returning to work from maternity leave may elect to work for a period of up to six (6) weeks in a temporary modified duty assignment as determined to be appropriate by the Department Physician before being reinstated to her original assignment or a comparable assignment.
- 31.11 Notwithstanding the above provisions, intermittent leave due to the birth, adoption or placement in foster care of a child generally must be taken for periods of a minimum of two weeks. This section does not affect any existing rights that employees have to take leave in connection with the serious health condition of a child, consistent with applicable law.

SECTION 32. HEALTH AND DENTAL COVERAGE

- 32.1 Employee Health Coverage: Except as provided below, the City shall continue to provide contributions for employee health benefits as may be available through the Health Service System for members at the rate of \$197.00 per month or at the rate set pursuant to Charter Sections A8.423 through A8.428, whichever is greater.
- 32.2 Except as provided below, for “Medically Single Employees” (employees with no dependents enrolled in the Health Service System): the City shall contribute the total amount for the employees’ own health care premium coverage.
- 32.3 Dependent Health Coverage: Except as provided below, the City shall contribute up to \$225.00 per month towards members’ dependent health coverage. However, in the event that the cost of dependent care exceeds \$225.00 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium coverage for the “employee plus two or more dependents” category.

Health Coverage Effective January 1, 2015

- 32.4 1. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:

Employee Only:

- 32.5 For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance

premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

- 32.6 For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

- 32.7 For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

- 32.8 2. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

- 32.9 3. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model as a substitute.

- 32.10 4. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

- 32.11 5. Upon implementation of new contribution rates effective on January 1, 2015, paragraphs 31.6a-31.6g shall supersede paragraphs 31.1, 31.2, and 31.6, and those paragraphs will no longer be effective.
- 32.12 The aforesaid contributions shall be paid to the City Health Service System, and shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
- 32.13 Dental Coverage: The City shall continue to provide dental benefits at the existing level.
- 32.14 Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
- 32.15 Members shall be permitted to choose which available City plan they wish to participate in during the Health Service System open enrollment period.
- 32.16 The kinds of benefits made available by the City to the domestic partners of other City employees shall be available to the domestic partners of members of the Department.
- 32.17 Hepatitis B Vaccine and Hepatitis C Screening. The City shall provide, at its cost, Hepatitis B vaccine immunization and Hepatitis C screening for members whose health plans do not provide these benefits.
- 32.18 Annual Tuberculosis Screening. The City shall provide, at its cost, annual tuberculosis screening for members.
- 32.19 Voluntary prostate cancer screening. As part of the Department's Health Check Program, the Department shall offer all male bargaining unit members who are over 40 years of age, at no cost to the members, voluntary prostate cancer screening, using the current industry standard screening procedure for the detection of prostate cancer.
- 32.20 Voluntary breast cancer screening. As part of the Department's Health Check Program, the Department shall offer all female bargaining unit members who are over 35 years of age, at no cost to the members, voluntary breast cancer screening, using the current industry standard screening procedure for the detection of breast cancer.

- 32.21 Voluntary kidney and bladder cancer screening. In the event that the current kidney and bladder cancer screening program is discontinued, the City shall notify the Union in advance and meet and confer over the impact.
- 32.22 The City shall provide, at the option of the member, and at no cost to the member, immunization for:
- tetanus-diphtheria
 - rubella
 - measles
 - polio
 - influenza
- 32.23 In the event an employee has a health plan made available through the City, and such plan provides for immunizations or screenings at no cost to the employee, such plan shall be utilized to fulfill the provisions of this section.
- 32.24 Consistent with applicable law, the City shall maintain confidentiality of all medical records and other medical information concerning members.
- 32.25 As set forth in Administrative Code Section 16.701(b), a covered employee who is not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee is on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, a disciplinary suspension or on a layoff holdover list where the employee verifies that he or she has no alternative coverage.

SECTION 33. WELLNESS PROGRAM

- 33.1 The pilot "wellness incentive program" shall sunset at 11:59 PM on June 30, 2018.
- 33.2 Any full-time employee meeting the eligibility criteria set forth below and leaving the employment of the City upon service or disability retirement shall receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours (192 hours for employees on 24-hour assignments) or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

- 33.3 The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

Example of Calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%

50% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

- 33.4 The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1,040) hours, including any vested sick leave, for employees scheduled to work forty (40) hours per week or one thousand two hundred seventy two (1,272) hours, including any vested sick leave, for employees scheduled to work 24-hour shifts.
- 33.5 A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
- 33.6 The beneficiaries of an employee who has been recognized by the Fire Commission as having died in the line of duty shall receive payments provided by the wellness incentive program.

SECTION 34. UNIFORMS

- 34.1 The City shall furnish and thereafter maintain, at no cost to the employee, all uniforms, protective clothing, and safety equipment required of bargaining unit members in the performance of their duties, including, but not limited to, respiratory apparatus, gloves, helmets, turnouts, protective clothing, hearing protectors and other protective equipment such as personal alarm devices, or personal flotation devices, necessary to preserve and protect the safety and health of fire fighters. During the term of this Agreement, the Department shall make its best efforts to provide a second set of turnouts to all employees assigned to 24-hour shifts.
- 34.2 The City shall also furnish all bargaining unit members assigned to ambulance duty and all bargaining unit members in the classification of H-33, Captain, Emergency Medical Services, with turnouts, and protective eye wear (splash shield). The City shall also make available ballistic vests to the members

described in this section. The City shall also provide raingear for all members assigned to ambulance duty.

- 34.3 All protective clothing and equipment referred to in this section shall meet the CAL-OSHA safety standards, whether existing or promulgated during the term of this Agreement.
- 34.4 Upon notification that an item of an employee's uniform or safety equipment is in need of replacement, the City shall replace that item by the beginning of the member's next scheduled duty shift, unless a special order has to be placed for a custom size. Members shall maintain their uniforms in serviceable condition.
- 34.5 During the term of this Agreement, the City shall provide and maintain each truck company with five (5) portable Department radios, shall provide and maintain each engine company with four (4) portable Department radios and shall provide and maintain each rescue squad with four (4) portable Department radios and shall provide and maintain each ambulance with two (2) portable Department radios.

SECTION 35. MANAGEMENT RIGHTS

- 35.1 Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning the consideration of the merits, necessity, or organization of any service or activity provided by the City.
- 35.2 The Union agrees that its members shall be subject to all Civil Service and Fire Department Rules and Regulations, and to all General Orders of the Fire Department, including those relating to conduct and work performance. The parties agree that this section does not alter the parties' respective positions on the application of Charter Section A8.590 et seq. to disputes over changes to Civil Service Commission Rules or changes to employment practices within the scope of those Rules. The above subject matters are not subject to the grievance procedure contained in this MOU.

SECTION 36. SAFETY AND HEALTH

- 36.1 Whenever possible, the Department will reduce the risk of on-the-job exposure to viruses that may cause communicable diseases.
- 36.2 Health and Safety Committee:
There is hereby created an SFFD Joint Health and Safety Committee consisting of six (6) members, three (3) appointed by the Chief of Department and three (3)

appointed by the President of the Union. The Committee shall be charged with the responsibility of reviewing topics pertinent to the Fire Department, including, but not limited to: (1) Cancer; (2) Heart disease; (3) AIDS in the workplace; (4) Diesel emissions exposure in fire stations; (5) Asbestos exposure and removal; and (6) Hearing loss and hearing protection. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Health and Safety Committee. The Health and Safety Committee shall make recommendations to the Chief of Department and to the Union, and through the Chief of Department to the Fire Commission, for the correction of hazardous conditions or unsafe work methods.

36.3 The City shall use its best efforts to restore utilities (electricity, gas, water, and heat) at work sites to full service within forty-eight (48) hours of any interruption in such service.

36.4 The City shall use its best efforts to provide drinking water at all working fires.

SECTION 37. FIRE DEPARTMENT APPARATUS

37.1 The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using NFPA 1911, "Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus," 2007 Edition, recommended or equivalent test procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. Copy of the test results shall be supplied to each member of the SFFD Joint Health and Safety Committee and to the Union.

37.2 The Department will receive and consider the Union's suggestions regarding the introduction into service of any new fire suppression or emergency medical service apparatus (fire engine, truck, rescue squad or ambulance).

SECTION 38. NOTICE OF CHARGES

38.1 The Department shall initiate and conclude investigations into employee conduct within a reasonable time after the Department becomes aware, or reasonably should have been aware, of the incident giving rise to the investigation. Employees shall be notified within a reasonable time after they have been charged with any offense or complaint and further notified within a reasonable time after the investigation or disciplinary process has been concluded. For the purpose of this Section, "charged" means any charge before a court or administrative tribunal that comes to the attention of the Fire Department or City management.

SECTION 39. EMPLOYEE ASSISTANCE PROGRAM

39.1 The Stress Unit Program will be continued throughout the life of this Agreement and will consist of a minimum of two (2) full-time Stress Unit members with active Stress Unit Committee participation and coordination with the City's Employee Assistance Program.

SECTION 40. PROBATIONARY PERIOD

40.1 The probationary period for newly hired employees shall be twelve (12) months from the date of completion of the initial Fire College training. The probationary period may be extended by mutual agreement. Such probationary members who are unable to complete their probationary assignments due to illness, injury, or other reason which would prohibit them from successfully completing their probationary assignments shall be assigned to a temporary modified duty assignment only by consent of the Chief of Department.

40.2 The probationary period for members being promoted to a higher rank shall be six (6) months of actual service from the date of appointment to that rank. However, the probationary period for members being promoted to the rank of H-3 EMT/Paramedic/Firefighter shall be twelve (12) months of actual service from the date of appointment to that rank.

40.3 Temporary modified duty assignments for members serving probationary periods shall extend the duration of their probation by the amount of time they were assigned to temporary modified duty.

40.4 A member's probationary period will not expire before a mandatory physical examination, including screening for drugs and alcohol, is satisfactorily completed.

40.5 This section does not apply to provisional or exempt appointments.

SECTION 41. DRIVERS' LICENSES

41.1 All regularly assigned members of Engine, Truck Companies, Rescue and Service Squads, and EMS Field Units shall be required to possess, at a minimum, a "Restricted Class B Firefighter" driver's license. Members assigned to the Bureau of Equipment shall be required to possess a Class A license. All other qualified drivers, including officers, aides, inspectors, investigators and firefighters who may be assigned, detailed or required to drive Department vehicles shall be required to possess, at a minimum, a valid Class C license. All H-3 Level I and II

employees shall be required to secure and maintain a valid California driver's license and a valid Ambulance Driver's Certificate.

- 41.2 An employee who does not possess the appropriate driver's license may be assigned to non-driving duties at the discretion of the Department.

SECTION 42. PHYSICAL EXAMINATIONS/DRUG & ALCOHOL SCREENING

- 42.1 Mandatory physical examinations shall include the submission of a specimen for routine analysis and screening for the presence of drugs or alcohol. A mandatory physical examination shall be conducted under the following circumstances:
- a. Prior to promotion from a certified eligible list, or to an exempt position, or to a non-civil service position.
 - b. Before expiration of an employee's probationary period, whether from initial appointment or promotion.
 - c. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
- 42.2 In addition, all apparatus operators involved in a vehicular accident may be subject to a physical examination, pursuant to the procedures referred to in Section 41.4 below.
- 42.3 Recognizing that alcoholism and drug abuse are illnesses, it is the City's policy to prevent substance abuse and to provide employees with the opportunity to participate in a rehabilitation program. Employees with substance abuse problems are encouraged to seek medical or professional assistance.
- 42.4 The parties have reached agreement on the Department's procedures regarding random, post-accident, probation, pre-promotional and reasonable suspicion drug and alcohol screening. These procedures are incorporated by reference in this Agreement. The Union has the right to grieve any alleged violation of such procedures; however, nothing in this provision is intended to make discipline related to the use of alcohol or drugs subject to the grievance procedure. The City has the right to advance proposals to amend these procedures during the term of this Agreement, subject to the impasse resolution procedures set forth in Charter Section A8.590-1 et seq.
- 42.5 Unless drug and alcohol screening is permitted by the Department's policies for random, post-accident, probation, pre-promotional or reasonable suspicion drug and alcohol screening or pursuant to a "last chance agreement" between an

employee and the Department, employees shall not be asked to submit to screening for the presence of drugs or alcohol.

42.6 Any bargaining unit member ordered to undergo drug and alcohol screening may request the presence of a Union representative at all times while being examined. However, the inability to secure the presence of a Union representative shall not be cause to delay the screening.

42.7 Any test that is conducted shall be at the City's expense.

SECTION 43. PHYSICAL FITNESS PROGRAM

43.1 The Joint Labor/Management Physical Fitness Committee consisting of four (4) members, two (2) appointed by the Chief of Department and two (2) appointed by the Union shall develop a physical fitness program for the Department to maintain and improve the health and fitness of members and reduce injuries. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Joint Labor/Management Physical Fitness Committee.

43.2 The Committee shall recommend procedures to the Chief of Department, to the Union and, through the Chief of Department, to the Fire Commission for determining eligibility of members to participate in the program, and a method for evaluating participants.

43.3 The City shall use its best efforts to allocate \$2,000 per fiscal year for the purchase of physical fitness equipment for each station and other work site, including Headquarters, where employees are assigned.

SECTION 44. EMERGENCY RESPONSE VEHICLES

44.1 With prior written permission of the Chief of Department, designated Fire Emergency Response Personnel shall be entitled to use City owned and/or leased vehicles for transportation to and from the employee's place of residence. The use of said vehicles shall be subject to such restrictions and regulations imposed by the Chief of Department and the Fire Commission.

SECTION 45. TEMPORARY MODIFIED DUTY ASSIGNMENTS

45.1 The Department will make a good faith effort to place eligible members, who sustain a temporary injury or illness and who are thereby unable to perform the assigned functions of their regular positions, in available temporary modified duty assignments. However, no member who has sustained an industrial injury or

illness shall be assigned to a temporary modified duty assignment earlier than five (5) days after diagnosis of the injury or illness. Any such assignment must be appropriate for the member's medical restrictions, as determined by the member's treating physician or, where appropriate, the City's independent medical expert, and as reviewed and approved by the Department's physician. If the Department's physician or, where appropriate, the City's independent medical expert, determines after medical examination and/or review of medical records and upon consultation with the member's treating physician, that the member cannot fully return to his or her regular position within one (1) year, the member is not eligible for a temporary modified duty assignment.

- 45.2 Members who sustain non-industrial injuries or illnesses are not eligible for temporary modified duty assignments for the following waiting periods after notifying the Department of the injury or illness: twenty (20) calendar days during the first year of employment after graduation from the SFFD Academy, and thirty (30) calendar days thereafter. During this waiting period, members should use accrued sick leave, or if the member's sick leave balance is exhausted, other approved leave. Pregnant members and members who sustain injuries or illnesses during a call into active military service as defined in the Annual Salary Ordinance are entitled to request to go on temporary modified duty without any waiting period.
- 45.3 Duties of the temporary modified duty assignment may differ from the member's regular job duties and/or from the job duties regularly assigned to members in the same rank. When an appropriate temporary modified duty assignment is not available within the member's rank, and/or on the member's regular shift, the member may be temporarily assigned pursuant to this section to work in another rank and/or classification, and/or on a different shift, subject to the approval of the Chief of the Department or designee.
- 45.4 At the end of thirty (30) days of a temporary modified duty assignment, and every thirty (30) days thereafter, the Department's physician may review the member's medical condition and determine, after consultation with the member's treating physician or, where appropriate, the City's independent medical expert, whether the member is able to return to his or her regular assignment. If it is determined that the member is not then able to return to his or her regular assignment, the Department may extend the temporary modified duty assignment for periods of thirty (30) days, up to a maximum of one (1) year.
- 45.5 A member placed in a temporary modified duty assignment shall receive compensation at his/her normal compensation including applicable Holiday Pay as provided in Section 20, Training and Education Achievement Pay as provided in Section 24 and Retention Pay as provided in Section 29.4 of this Agreement. However, if a member, who sustains a temporary industrial injury or illness after having worked at least ten (10) consecutive days at a higher classification, is

placed in a temporary modified duty assignment, the member shall receive compensation at the higher rate of pay which he/she was receiving at the time of such injury or illness for a period not exceeding a total of twelve (12) months, including periods of temporary modified duty and periods of disability leave. Compensation while on temporary modified duty and/or disability leave in excess of twelve (12) months shall revert to the member's normal compensation as described above.

- 45.6 If a member is denied a temporary modified duty assignment, or when a temporary modified duty assignment ends, the Department will consider and discuss with the member the following options: (1) returning the member to the full duties of his or her regular or working out of classification assignment; (2) granting a request for a disability accommodation under the Americans with Disabilities Act and/or similar provisions of state law; (3) initiating a disability retirement; (4) providing an unpaid leave of absence pursuant to the Civil Service Rules; (5) allowing sick leave or leave under the Family Medical Leave Act or similar provisions of state law; (6) providing a disability transfer to another City job pursuant to City policies; (7) initiating a non-punitive separation if none of the above are appropriate.
- 45.7 If a member is placed in a temporary modified duty assignment, he or she will be required to sign an acknowledgement confirming that he or she understands and agrees to abide by the provisions set forth in this section.
- 45.8 This section does not modify, alter or affect any rights members may have under the law, including but not limited to rights under the San Francisco Charter, the San Francisco Administrative Code, the California Labor Code, the California Government Code and the Americans with Disabilities Act, concerning disability, disability leave, disability retirement, and/or workers compensation.
- 45.9 This section shall not be subject to the grievance or arbitration procedures of this Agreement except for an allegation that this section has been administered in an arbitrary manner.

SECTION 46. PERSONNEL FILES

- 46.1 The Deputy Chief, Administration or designee shall maintain one official personnel file for each member. Members or their authorized representatives have the right to examine the contents of their official personnel file maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in a member's official personnel file unless and until the member has been informed that such comments are to be placed in his or her file and a notation has been made on the face of the document of the date and time when the member was so

informed. Members may cause to be placed in their official personnel file all such responses as they deem appropriate to adverse material inserted therein. Members may also request to be placed in their official personnel file a reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance.

- 46.2 Only persons authorized by the Deputy Chief, Administration or designee may review a member's master personnel file in compliance with the Citywide Employee Personnel Records Guidelines.
- 46.3 Formal reprimands without further penalty more than one (1) year old, and those with additional penalty more than three (3) years old, will not be considered for purposes of promotion, transfer or special assignments. All members shall have the right to review their official personnel file to identify all such documents. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the member. The envelope will be placed in the member's personnel file and will be opened only in the event that the member is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.
- 46.4 An employee shall be given ten (10) calendar days to respond in writing, to the Chief or his/her designee, with regard to a proposed formal reprimand. In the event the reprimand becomes final, the written response will be included with the reprimand and serve as a rebuttal.

SECTION 47. EMPLOYEE TRAINING AND REIMBURSEMENT PROGRAMS

- 47.1 The City shall provide all ranks requiring EMT certification and/or paramedic certification/licenses with such training as is necessary to maintain such certification and/or license and shall pay all fees and costs related thereto, including but not limited to the fees charged by other public agencies for issuance of licenses or certificates. Such training shall be provided during each employee's regularly scheduled hours of work whenever possible. In the event an employee is assigned to attend such training during hours other than the employee's regularly scheduled hours of work, those hours shall be compensated as overtime worked in accordance with the overtime provisions of this Agreement.
- 47.2 The City shall provide employees in the rank of H-3 Level III who request to qualify as a Preceptor with the appropriate training subject to the approval of the Chief of Department. Such training shall be provided during each employee's

regularly scheduled hours of work whenever possible. In the event an employee is assigned to attend such training during hours other than the employee's regularly scheduled hours of work, those hours shall be compensated as overtime worked in accordance with the overtime provisions of this Agreement. The City shall pay all fees and costs related to such training.

47.3 The City shall pay for all applicable Relicensure or any other fees required to maintain a California State Paramedic license for employees in the ranks of H-3 EMT/Paramedic/Firefighter and H-33 EMS Captain.

47.4 In order to maintain their fire suppression skills, all uniformed members in the Bureau of Fire Prevention and the Bureau of Fire Investigation shall attend a minimum of eight (8) hours of training per year at the Division of Training to cover all aspects of structural fire fighting, including ladder raising and use of SCOT air packs and forcible entry tools.

Tuition Reimbursement Program

47.5 The City agrees to allocate \$8,000 per fiscal year during the term of this Agreement to the Tuition Reimbursement Program for the exclusive use of bargaining unit members. Any unused funds shall be carried forward to the next fiscal year.

47.6 Subject to the DHR Guidelines, a member may submit a request for reimbursement up to \$300.00 during each fiscal year.

47.7 At the discretion of the Chief, the City may provide non-mandatory courses and training that will further career development of members. Unless otherwise determined by the Chief, members choosing voluntarily to participate in these non-mandatory courses or training do so at their own expense and without compensation.

SECTION 48. AMERICANS WITH DISABILITIES ACT

48.1 The parties agree that the City is required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and further agree that this Agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The City reserves the right to make reasonable accommodations to comply therewith.

SECTION 49. GRIEVANCE PROCEDURE

- 49.1 A grievance is any dispute over the application or interpretation of this Agreement, including the arbitrability thereof. Grievances shall be settled in the following manner:
- 49.2 Grievances may be filed either by a member of the bargaining unit or by the Union through its President and/or such other officers which the Union designates as officers with that authority, provided, however, that a member of the bargaining unit may file a grievance alleging a violation of this Agreement, or advance any such grievance to the next step in this grievance procedure, only with the consent of the Union through its President and/or such officers which the Union designates as officers with that authority.
- 49.3 Grievances shall specify the section of this Agreement that is alleged to have been violated, the facts giving rise to the alleged violation, and the remedy requested for the alleged violation. The City may reject a grievance which fails to comply with these requirements; however, grievances may be amended and resubmitted at any time before Step III of this grievance procedure, provided that the amendment does not materially change the substance of the grievance.
- 49.4 The purpose of the time limits in this grievance procedure is to hasten the resolution of grievances. These time limits may only be modified by agreement between the parties. In the event the Chief of Department or Director of Employee Relations fails to provide the Union with a response to a grievance filed by the Union within the time limits specified herein, the grievance shall be deemed to have been denied on the last day for the provision of such response and the Union may advance the grievance to the next step in the grievance procedure. In the event the Union fails to advance a grievance to the next step in the grievance procedure within the time limits specified herein, the grievance will be deemed to have been withdrawn. Any time limit concerning grievances that expires on a weekend or a holiday set forth in this Agreement shall expire instead on the next business day.
- 49.5 A grievance should be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance. In the event a grievance is filed at a step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate step.

Step I. If a dispute cannot be informally resolved between a member of the bargaining unit and his or her immediate supervisors, the member may with the approval of the Union's President and/or such other officers which the Union designates as officers with that authority, submit a

grievance in writing to the member's immediate supervisor within thirty (30) days of either the alleged violation or the date the grievant might reasonably have been expected to have learned of the alleged violation. The supervisor shall attempt to adjust the grievance and shall provide a written response within fifteen (15) calendar days following receipt of the written grievance.

Step II. If a grievance initiated by either a member of the bargaining unit or the Union is not settled at Step I, or a member's immediate supervisor would not have the authority to make a final and binding resolution of the grievance, the grievance shall be submitted to the Chief of Department, within fifteen (15) calendar days of the last date for the Step I response. The Chief shall provide a written response within fifteen (15) calendar days of receipt of the Step II grievance.

Step III. If the grievance is not settled at Step II, or the Chief of Department would not have the authority to make a final and binding resolution of the grievance, the grievance shall be submitted to the Director, Employee Relations within fifteen (15) calendar days of the last date for the Step II response. The Director, Employee Relations shall provide a written response within fifteen (15) calendar days of receipt of the Step III grievance. If the Director, Employee Relations is unable to resolve the grievance to the mutual satisfaction of the parties, the grievance may, at the request of either the Union or the City, be submitted to arbitration by notifying the Chief of Department and the Director, Employee Relations in writing, within fifteen (15) calendar days of the last date for the Step III response.

Step IV. Arbitration. Within fifteen (15) calendar days after receipt of notice that the Union has elected to submit a grievance to arbitration, the City shall confer with the Union's representative for the purpose of selecting an arbitrator. In the event the Union and the City cannot agree on an arbitrator, an impartial arbitrator shall be selected from a panel of seven (7) qualified and experienced labor arbitrators supplied by the California State Mediation and Conciliation Service upon the request of either party. The parties shall within five (5) calendar days of receipt of the panel, make a selection of an arbitrator by alternately deleting names from such a list until only one (1) name remains. If that person cannot serve, or parties agree not to use that person's services, the parties shall obtain a new list and start the selection over. The first party to delete a name shall be determined by lot. The decision of the arbitrator will be final and binding upon both parties. The hearing shall be conducted in accordance with California Code of Civil Procedure, Sections 1280, *et seq.* Individual grievants shall be released from duty without loss of compensation for the time of the arbitration hearing. Witnesses who are

employees and on duty at the time of a scheduled appearance at an arbitration hearing shall be released from duty without loss of compensation for the time required to testify. The parties shall meet at least seven (7) calendar days prior to the arbitration hearing for the purpose of narrowing issues for arbitration, discussing possible stipulations and exchanging documents intended for use at the hearing.

- 49.6 Any and all disputes over the arbitrability of an asserted grievance shall be decided by an arbitrator selected by the parties pursuant to the provisions herein. The arbitrator selected to hear the issue of arbitrability will not adjudicate the merits of the underlying grievance, except as mutually agreed to by both parties.
- 49.7 The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.
- 49.8 Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.
- 49.9 An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission Rules, or the Administrative Code. Any decision or award shall be invalid if it conflicts with any of said provisions and those provisions shall prevail.
- 49.10 An Arbitrator's decision or award shall be invalid to the extent that it orders or requires any legislative act by any Board, Commission, or official except as may pertain to back pay awards.
- 49.11 The parties shall share the jointly-incurred costs of the arbitration proceedings.
- 49.12 Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.
- 49.13 Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, only Step III shall be applicable prior to the determination to proceed to arbitration.

SECTION 50. NO WORK STOPPAGES

- 50.1 It is mutually agreed and understood that during the period this Agreement is in force and effect, the Union and its members will not authorize or engage in any

strike as defined by Charter Section A8.346(a), slowdown, or work stoppage against the City and County of San Francisco.

SECTION 51. LABOR-MANAGEMENT COMMITTEE

- 51.1 There shall be a Labor-Management Committee consisting of six (6) members, co-chaired by the President of the Union and the Chief of the Department. The President of the Union shall appoint two (2) employees represented by the Union to the Labor-Management Committee. The Chief of the Department shall appoint two (2) uniformed members of the San Francisco Fire Department who are not represented by the Union to the Labor-Management Committee. The Committee shall meet monthly to discuss employer-employee issues of mutual concern, and to seek to find economic and operational efficiencies throughout the term of this agreement. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Labor-Management Committee. The Committee shall have the authority to make periodic reports and recommendations to the Union and the Chief of Department, and through the Chief of Department, to the Fire Commission.
- 51.2 The Labor-Management Committee shall meet within ninety (90) days of ratification of this Agreement by the Board of Supervisors and make a report and recommendation to the Mayor and Fire Commission on reforms which may promote efficiency within the Fire Department by no later than March 1, 2005. The Labor-Management Committee shall analyze the workweek of major U.S cities with a population exceeding 350,000 and a minimum density of 6,000 people per square mile pursuant to the 2000 U.S. Census. If the Committee is unable to reach agreement, the parties shall utilize the resolution procedures set forth in Charter Section A8.590-1 *et. seq.* In addition, the Committee may review other best practices by mutual agreement.

SECTION 52. H-3 ADVISORY COMMITTEE

- 52.1 There shall be an H-3 Advisory Committee of three (3) representatives appointed by the President of the Union and three (3) representatives appointed by the Chief of Department. The Committee shall meet monthly to discuss issues concerning H-3 EMT/Paramedic/Firefighters. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the H-3 Advisory Committee. The Committee shall have the authority to make recommendations to the Union and the Chief of Department, and through the Chief of the Department, to the Fire Commission.

SECTION 53. NEGOTIATION RESPONSIBILITIES

53.1 Nothing contained herein shall be so construed as to prohibit negotiations mutually agreed to by the parties.

SECTION 54. SEVERABILITY

54.1 Should any provision of this Agreement or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 55. TERM

55.1 This Agreement shall remain in full force and effect from July 1, 2007, to and including June 30, 2018.

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

55.3 The parties agree to establish a negotiation schedule for a new agreement 180 days prior to the termination of this Agreement.

DATED: _____, 2014

**FOR THE CITY AND
COUNTY OF SAN
FRANCISCO:**

**FOR SAN FRANCISCO
FIRE FIGHTERS, UNION
LOCAL 798, IAFF, AFL-
CIO:**

Micki Callahan, Director
Department of Human
Resources

Thomas O'Connor, President

Martin Gran, Director
Employee Relations

Joanne Hayes-White, Chief
San Francisco Fire Department

APPROVED AS TO FORM:
CITY ATTORNEY

Elizabeth Salveson
Chief Labor Attorney

APPENDIX A: H-8 PER DIEM EMPLOYEES

This Appendix to the Memorandum of Understanding (“MOU”) for Unit 1 contains the MOU terms applicable to the City and County of San Francisco (“City”) classification of H-8 Per Diem EMT/Paramedic employees.

SECTION 1. PREAMBLE

1.1 It is the purpose of this Appendix to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to contractually establish wages, hours, and other conditions of employment for H-8 Per Diem employees.

SECTION 2. RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining representative for all Employees in the San Francisco Fire Department in the rank of H-8 Per Diem EMT/Paramedic (non-sworn classification).

SECTION 3. NO DISCRIMINATION

3.1 The City and the Union agree that no Employee shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, union membership or activity, sexual orientation, or gender identity, nor shall such a person be the subject of sexual or racial harassment.

3.2 Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any Employee because of the exercise of his/her rights granted pursuant to this Appendix, the Meyers-Milias-Brown Act, and/or Charter Sections A8.590-1 through A8.590-7. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of his/her Union activities.

SECTION 4. DEFINITIONS

Appendix. This Appendix to the Memorandum of Understanding for Unit 1.

Charter. The Charter of the City and County of San Francisco.

City. The City and County of San Francisco.

Commission. The Fire Commission of the City and County of San Francisco.

Day. Calendar day, unless otherwise specified.

Department. The San Francisco Fire Department.

Employee. An employee appointed to the H-8 Per Diem Paramedic/ EMT classification in this bargaining unit.

Immediate Supervisor. The individual who immediately assigns, reviews, or directs the work of an Employee.

Intermediate Supervisor. The next higher supervisor based on the organization pattern of the Department.

Shift. A designated period of time assigned to an Employee, when called upon to work.

Union. The San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, CLC.

Working Conditions. Wages, hours, benefits and terms and conditions of employment, i.e., all matters within the scope of representation under the Meyers-Milias-Brown Act.

SECTION 5. UNION SECURITY

5.1 Agency Shop

Every Employee shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

5.2 Payroll Deductions

a. The Union shall provide the Employee Relations Director with a current statement of membership dues and service fees. Such statement of membership dues and service fees shall be amended as necessary.

b. The City Controller may take up to thirty (30) days to implement changes in membership dues and service fees after receipt by the Employee Relations Director of an amended statement of dues and fees.

c. The Controller shall continue to make deductions of membership dues or service fees, as appropriate, from the regular periodic payroll warrant of each Employee.

d. Nine (9) business days following payday, the City will promptly pay over to the Union all sums withheld for membership dues and service fees. The City shall provide, with each payment, a list of Employees paying membership dues and a list of Employees paying service fees. All such lists shall contain the Employee's name, Employee number, classification, and amount deducted.

5.3 Financial Reporting

Annually, the Union will provide an explanation of the service fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

5.4 Religious Exemption

Any Employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of membership and historical objection be relieved of any obligation to pay dues or fees to the Union. The Union shall be informed in writing of any such objections.

5.5 Hudson Compliance

The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in Hudson.

SECTION 6. MEDIA RELATIONS

6.1 Elected officers or appointed committee chairpersons of the Union shall be allowed to speak or comment to the media while on duty provided they change into civilian clothes and provided further, that they do not purport to represent the views of the Department. The Chief's office shall be informed in advance, whenever possible, of such contact with the media. No Employee shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the Employee is assigned.

SECTION 7. BULLETIN BOARDS, DISTRIBUTION OF MATERIALS, AND ANNOUNCEMENTS

7.1 A reasonable amount of space on bulletin boards within Fire Department facilities shall be made available for the dissemination of Union literature. All literature shall be dated, shall be identified by affiliation and author, and shall be neatly displayed, and removed from said bulletin board when no longer timely. The Department agrees that Union literature shall not be removed from said bulletin boards without first consulting with the station steward or Union officer to determine if the literature should remain for an additional period of time. The Department is authorized to remove any literature not posted within the specific limits of this Section upon notifying the appropriate Union representative.

7.2 Distribution of Union literature by any Employee shall be done so as not to interfere with or interrupt the performance of official Fire Department duties.

7.3 The San Francisco Fire Department agrees to issue for posting through its e-mail system Union notices about Union events and activities, provided that the Union submits its request by e-mail twenty-four (24) hours in advance or by other written means forty-eight (48) hours in advance. If the request is time-sensitive, the Union shall so indicate in its request and, simultaneously with the issuance of the e-mail notice, the Department shall announce over the public address system that an e-mail notice has been issued and the general subject of the notice. Any such notice through the e-mail system shall be accompanied by a statement that the information conveyed thereby is being provided by the Union and that the transmission is authorized by the Department.

SECTION 8. SALARY

8.1a Salary ranges for H-8 Level I and H-8 Level II Employees shall mirror those of H-3 Level I and H-3 Level II employees, respectively.

8.1b H-8 Level I Employees shall enter at Step 1. H-8 Level I Employees shall advance to Step 2 after having worked 960 hours at Step 1.

8.1c H-8 Level I Employees at Step 2 shall advance to Step 3 after having worked 960 hours at Step 2.

8.1d H-8 Level I Employees at Step 3 shall advance to Step 4 after having worked 960 hours at Step 3.

8.1e H-8 Level II Employees shall enter at Step 5. H-8 Level II Employees shall advance to Step 6 after having worked 960 hours at Step 5.

8.1f H-8 Level II Employees at Step 6 shall advance to Step 7 after having worked 960 hours at Step 6.

8.1g H-8 Level II Employees at Step 7 shall advance to Step 8 after having worked 960 hours at Step 7.

8.2 Salary adjustments shall be made effective at the beginning of the first full pay period following the effective date of advancement to the next step.

Underpayment and Nonpayment of Compensation

8.3 If it is mutually agreed by the City and the Union that compensation is owed to any Employee, the compensation shall be issued as quickly as possible, with the goal of twenty-eight (28) days from the date of the notification to the PPSD or the Department's payroll division.

8.4 The Department will post the schedule of Employee wage rates.

SECTION 9. HOURS

9.1 H-8 Employees who report to work for a scheduled shift shall be paid for a minimum of four (4) hours of work. In the event that the Department releases the Employee prior to the conclusion of the scheduled shift, the Employee shall be compensated for hours worked, but no less than four (4) hours or one-half the scheduled shift, whichever is the greater.

SECTION 10. OVERTIME COMPENSATION

10.1 The Chief of the Department or designee may require Employees to work longer than their scheduled shift.

10.2(a) Any time actually worked under proper authorization or suffered to be worked in excess of twelve (12) hours in a day or forty (40) hours in a week shall be designated as overtime and shall be compensated at one and one half (1.5) times the base hourly rate, except as otherwise required by the FLSA.

10.2(b) H-8 employees shall not be eligible to receive compensatory time in lieu of overtime compensation.

10.3 For the purposes of this section neither sick leave nor any other paid or unpaid leave shall be counted as hours worked.

SECTION 11. ORDER OF HIRE

11.1 Absent exigent circumstances (i.e., situations when off duty employees are recalled) the Department shall assign work in the following order:

11.2 First to H-3 Level I and Level II employees who have volunteered at least 24 hours prior to the beginning of a shift, if any;

11.3 Second to H-3 Level III employees who have volunteered, pursuant to General Order 10 A-22, at least 24 hours prior to the beginning of a shift, if any;

11.4 Third to H-2 Firefighter/EMT employees who have volunteered, pursuant to General Order 11 A-40, at least 24 hours prior to the beginning of a shift, if any;

11.5 Fourth to H-8 Employees who previously expressed an availability to work on the day in question; and

11.6 Fifth to H-3 Level I and Level II employees on the mandatory overtime list.

SECTION 12. STANDBY PAY, CALL BACK AND COURT APPEARANCE PAY

12.1 Court Appearance Pay

a. Court appearance time for court or administrative hearings commences with the earliest time that the Employee is compelled to report that day. Court appearance time includes time for court preparation and conferences on the same day as the court appearance(s).

b. Employees appearing for court or administrative hearings where the City or Department is a party shall receive a minimum of three (3) hours of court appearance pay at his/her regular rate of pay at the appropriate straight-time or overtime rate for each day involving one or more court appearances. If court appearance time exceeds three (3) hours, Employees shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

c. Employees appearing less than one hour prior to the beginning of their scheduled shift for court or administrative hearings where the City or Department is a party shall receive one (1) hour of court appearance pay. Employees appearing for such hearings more than one (1) but less than two (2) hours prior to the beginning of their scheduled shift shall receive two hours of court appearance pay. Employees appearing for such hearings more than two (2) hours but less than three (3) hours prior to the beginning of their scheduled shift shall receive three (3) hours of court appearance pay. Employees appearing for such hearings more than three (3) hours prior to the beginning of their scheduled shift shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

d. No court appearance pay will be allowed for an Employee's meal period.

e. Employees who are subpoenaed and appear for court or administrative hearings or are placed on standby are entitled to compensation at their regular rate of pay.

f. Compensation requests for court appearances in which neither the City nor the Department is a party shall be processed, reviewed, and certified by the Department. These requests must be sent to the Department along with a copy of the subpoena and the record of court appearance approved by the requesting employee's supervisor. Such Employees shall receive one half-hour of court appearance pay for each half-hour or fraction thereof of court appearance time.

SECTION 13. NOTICE OF UNAVAILABILITY

13. During each calendar year, upon written approval by the EMS Operations Chief, an Employee may, without incurring any penalty, make himself/herself unavailable for work for one period consisting of no more than four (4) consecutive weeks.

SECTION 14. SICK LEAVE ORDINANCE

14.1 San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to Employees covered by this Appendix.

SECTION 15. PREMIUM PAYMENTS

15.1 Bilingual Assignment Pay. Employees who are assigned by the Chief of the Department to a designated bilingual assignment shall be paid an additional compensation of \$36.00 biweekly. A designated bilingual assignment is one designated by the Department which requires translating to and from a foreign language including sign language as used by the hearing impaired.

15.2 Night Shift Differential. Employees in the rank of H-8 Level I and II shall be paid six and one-quarter percent (6.25%) more than the base rate of pay for all time actually worked between 6:00 p.m. and 6:00 a.m.

15.3 Premium payments provided in this section shall be considered as part of an Employee's regular rate of pay for the purpose of computing overtime pay due under this Appendix only to the extent required by the Fair Labor Standards Act.

SECTION 16. FAMILY CARE AND MATERNITY/PATERNITY LEAVE

Maternity/paternity leave is the right of every member in accordance with Civil Service Commission Rules. H-8 employees may take maternity/paternity leave and remain on the eligibility list for H-8 employment after such leave.

SECTION 17. HEALTH AND DENTAL COVERAGE

17.1 Should an Employee meet the health and dental coverage eligibility rules, the provisions of paragraphs 31.4 to 31.16 in the Unit 1 MOU to which this Appendix is attached shall apply:

17.2 Hepatitis B Vaccine and Hepatitis C Screening. The City shall provide, at its cost, Hepatitis B vaccine immunization and Hepatitis C screening for Employees whose health plans do not provide these benefits.

17.3 Annual Tuberculosis Screening. The City shall provide, at its cost, annual tuberculosis screening for Employees.

17.4 Voluntary prostate cancer screening. As part of the Department's Health Check Program, the Department shall offer all male Employees covered by this Appendix who are over 40 years of age, at no cost to the Employees, voluntary prostate cancer screening, using the current industry standard screening procedure for the detection of prostate cancer.

17.5 Voluntary breast cancer screening. As part of the Department's Health Check Program, the Department shall offer all female Employees covered by this Appendix who are over 35 years of age, at no cost to the Employees, voluntary breast cancer screening, using the current industry standard screening procedure for the detection of breast cancer.

17.6 Voluntary kidney and bladder cancer screening. In the event that the current kidney and bladder cancer screening program is discontinued, the City shall notify the Union in advance and meet and confer over the impact.

17.7 The City shall provide, at the option of the Employee, and at no cost to the Employee, immunization for:

- tetanus-diphtheria
- rubella
- measles
- polio
- influenza

17.8 In the event an Employee has a health plan made available through the City, and such plan provides for immunizations or screenings at no cost to the Employee, such plan shall be utilized to fulfill the provisions of this section.

17.9 Consistent with applicable law, the City shall maintain confidentiality of all medical records and other medical information concerning Employees.

SECTION 18. UNIFORMS

18.1 The City shall furnish and thereafter maintain, at no cost to the Employee, all uniforms, protective clothing, and safety equipment required of Employees in the performance of their duties, including, but not limited to, respiratory apparatus, gloves, helmets, turnouts, protective clothing/raingear, hearing protectors and protective eye wear (splash shield).

18.2 All protective clothing and equipment referred to in this section shall meet the CAL-OSHA safety standards, whether existing or promulgated during the term of this Appendix.

18.3 Upon notification that an item of an Employee's uniform or safety equipment is in need of replacement, the City shall replace that item by the beginning of the Employee's next scheduled duty shift, unless a special order has to be placed for a custom size. Employees shall maintain their uniforms in serviceable condition.

18.4 During the term of this Appendix, the City shall provide and maintain each ambulance with two (2) portable Department radios.

SECTION 19. MANAGEMENT RIGHTS

19.1 Except as otherwise provided in this Appendix, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning the consideration of the merits, necessity, or organization of any service or activity provided by the City.

19.2 The Union agrees that Employees shall be subject to all Civil Service and Fire Department Rules and Regulations, and to all General Orders of the Fire Department, including those relating to conduct and work performance. The parties agree that this section does not alter the parties' respective positions on the application of the impasse resolution procedures of the Charter to disputes over changes to Civil Service Commission Rules or changes to employment practices within the scope of those Rules. The above subject matters are not subject to the grievance procedure contained in this Appendix.

SECTION 20. SAFETY AND HEALTH

20.1 Whenever possible, the Department will reduce the risk of on-the-job exposure of Employees to viruses that may cause communicable diseases.

20.2 The City shall use its best efforts to restore utilities (electricity, gas, water, and heat) at Employee work sites to full service within forty-eight (48) hours of any interruption in such service.

20.3 The City shall use its best efforts to provide drinking water for Employees at all working fires.

SECTION 21. NOTICE OF CHARGES

21.1 The Department shall initiate and conclude investigations into Employee conduct within a reasonable time after the Department becomes aware, or reasonably should have been aware, of the incident giving rise to the investigation. In the event the Department elects to charge an Employee, the Employee shall be notified within a reasonable time after he or she has been charged with any offense or complaint and further notified within a reasonable time after the investigation or disciplinary process has been concluded. For the purpose of this Section, "charged" means any charge before a court or administrative tribunal that comes to the attention of the Fire Department or City management.

SECTION 22. EMPLOYEE ASSISTANCE PROGRAM

22.1 The Stress Unit Program will be made available to Employees throughout the life of this Agreement and will consist of a minimum of two (2) full-time Stress Unit members with active Stress Unit Committee participation and coordination with the City's Employee Assistance Program.

SECTION 23. DRIVERS' LICENSES

23.1 All H-8 Level I and II Employees shall be required to secure and maintain a valid California driver's license and a valid Ambulance Driver's Certificate.

SECTION 24. PHYSICAL EXAMINATIONS/DRUG & ALCOHOL SCREENING

24.1 Mandatory physical examinations shall include the submission of a specimen for routine analysis and screening for the presence of drugs or alcohol. A mandatory physical examination shall be conducted when:

- a. There is reasonable suspicion that an Employee is under the influence of drugs or alcohol while on duty.

24.2 In addition, all H-8 Employees operating an ambulance involved in a vehicular accident may be subject to a physical examination, pursuant to the procedures referred to in Section 24.4 below.

24.3 Recognizing that alcoholism and drug abuse are illnesses, it is the City's policy to prevent substance abuse and to provide Employees with the opportunity to participate in a rehabilitation program. Employees with substance abuse problems are encouraged to seek medical or professional assistance.

24.4 The parties have reached agreement on the Department's procedures regarding random, post-accident, probation, pre-promotional and reasonable suspicion drug and alcohol screening. These procedures are incorporated by reference in this Appendix. The Union has the right to grieve any alleged violation of such procedures; however, nothing in this provision is intended to make discipline related to the use of alcohol or drugs subject to the grievance procedure. The City has the right to advance proposals to amend these procedures during the term of this Appendix, subject to the impasse resolution procedures set forth in the Charter.

24.5 Unless drug and alcohol screening is permitted by the Department's policies for random, post-accident, probation, pre-promotional or reasonable suspicion drug and alcohol screening or pursuant to a "last chance agreement" between an Employee and the Department, Employees shall not be asked to submit to screening for the presence of drugs or alcohol.

24.6 Any Employee ordered to undergo drug and alcohol screening may request the presence of a Union representative at all times while being examined. However, the inability to secure the presence of a Union representative shall not be cause to delay the screening.

24.7 Any test that is conducted shall be at the City's expense.

SECTION 25. PERSONNEL FILES

25.1 The Deputy Chief, Administration or designee shall maintain one official personnel file for each Employee. Employees or their authorized representatives have the right to examine the contents of their official personnel file maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in an Employee's official personnel file unless and until the Employee has been informed that such comments are to be placed in his or her file and a notation has been made on the face of the document of the date and time when the Employee was so informed. Employees may cause to be placed in their official personnel file all such responses as they deem appropriate to adverse material inserted therein. Employees may also request to be placed in their official personnel file a

reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance.

25.2 Only persons authorized by the Deputy Chief, Administration or designee may review an Employee's master personnel file in compliance with the Citywide Employee Personnel Records Guidelines.

25.3 All Employees shall have the right to review their official personnel file to identify formal reprimands without further penalty more than one (1) year old, and those with additional penalty more than three (3) years old. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the Employee. The envelope will be placed in the Employee's personnel file and will be opened only in the event that the Employee is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

25.4 An Employee shall be given ten (10) calendar days to respond in writing, to the Chief or his/her designee, with regard to a proposed formal reprimand. In the event the reprimand becomes final, the written response will be included with the reprimand and serve as a rebuttal.

SECTION 26. AMERICANS WITH DISABILITIES ACT

26.1 The parties agree that the City is required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and further agree that this Appendix will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The City reserves the right to make reasonable accommodations to comply therewith.

SECTION 27. GRIEVANCE PROCEDURE

27.1 A grievance is any dispute over the application or interpretation of this Appendix, including the arbitrability thereof. Grievances shall be settled in the following manner:

27.2 Grievances may be filed either by an Employee or by the Union through its President and/or such other officers which the Union designates as officers with that authority, provided, however, that an Employee may file a grievance alleging a violation of this Appendix, or advance any such grievance to the next step in this grievance procedure, only with the consent of the Union through its President and/or such officers which the Union designates as officers with that authority.

27.3 Grievances shall specify the section of this Appendix that is alleged to have been violated, the facts giving rise to the alleged violation, and the remedy requested for the alleged violation. The City may reject a grievance which fails to comply with these requirements; however, grievances may be amended and resubmitted at any time before Step III of this grievance procedure, provided that the amendment does not materially change the substance of the grievance.

27.4 The purpose of the time limits in this grievance procedure is to hasten the resolution of grievances. These time limits may only be modified by agreement between the parties. In the event the Chief of Department or Director of Employee Relations fails to provide the Union with a response to a grievance filed by the Union within the time limits specified herein, the grievance shall be deemed to have been denied on the last day for the provision of such response and the Union may advance the grievance to the next step in the grievance procedure. In the event the Union fails to advance a grievance to the next step in the grievance procedure within the time limits specified herein, the grievance will be deemed to have been withdrawn. Any time limit concerning grievances that expires on a weekend or a legal holiday shall expire instead on the next business day.

27.5 A grievance should be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance. In the event a grievance is filed at a step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate step.

Step I. If a dispute cannot be informally resolved between an Employee and his or her immediate supervisors, the Employee may with the approval of the Union's President and/or such other officers which the Union designates as officers with that authority, submit a grievance in writing to the Employee's immediate supervisor within thirty (30) days of either the alleged violation or the date the grievant might reasonably have been expected to have learned of the alleged violation. The supervisor shall attempt to adjust the grievance and shall provide a written response within fifteen (15) calendar days following receipt of the written grievance.

Step II. If a grievance initiated by either an Employee or the Union is not settled at Step I, or an Employee's immediate supervisor would not have the authority to make a final and binding resolution of the grievance, the grievance shall be submitted to the Chief of Department, within fifteen (15) calendar days of the last date for the Step I response. The Chief shall provide a written response within fifteen (15) calendar days of receipt of the Step II grievance.

Step III. If the grievance is not settled at Step II, or the Chief of Department would not have the authority to make a final and binding resolution of the grievance, the grievance shall be submitted to the Director, Employee Relations within fifteen (15) calendar days of the last date for the Step II response. The

Director, Employee Relations shall provide a written response within fifteen (15) calendar days of receipt of the Step III grievance. If the Director, Employee Relations is unable to resolve the grievance to the mutual satisfaction of the parties, the grievance may, at the request of either the Union or the City, be submitted to arbitration by notifying the Chief of Department and the Director, Employee Relations in writing, within fifteen (15) calendar days of the last date for the Step III response.

Step IV. Arbitration. Within fifteen (15) calendar days after receipt of notice that the Union has elected to submit a grievance to arbitration, the City shall confer with the Union's representative for the purpose of selecting an arbitrator. In the event the Union and the City cannot agree on an arbitrator, an impartial arbitrator shall be selected from a panel of seven (7) qualified and experienced labor arbitrators supplied by the California State Mediation and Conciliation Service upon the request of either party. The parties shall within five (5) calendar days of receipt of the panel, make a selection of an arbitrator by alternately deleting names from such a list until only one (1) name remains. If that person cannot serve, or parties agree not to use that person's services, the parties shall obtain a new list and start the selection over. The first party to delete a name shall be determined by lot. The decision of the arbitrator will be final and binding upon both parties. The hearing shall be conducted in accordance with California Code of Civil Procedure, Sections 1280, *et seq.* Individual grievants shall be released from duty without loss of compensation for the time of the arbitration hearing. Witnesses who are employees of the City and on duty at the time of a scheduled appearance at an arbitration hearing shall be released from duty without loss of compensation for the time required to testify. The parties shall meet at least seven (7) calendar days prior to the arbitration hearing for the purpose of narrowing issues for arbitration, discussing possible stipulations and exchanging documents intended for use at the hearing.

27.6 Any and all disputes over the arbitrability of an asserted grievance shall be decided by an arbitrator selected by the parties pursuant to the provisions herein. The arbitrator selected to hear the issue of arbitrability will not adjudicate the merits of the underlying grievance, except as mutually agreed to by both parties.

27.7 The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Appendix.

27.8 An Arbitrator selected pursuant to this Appendix shall have no power or authority to alter or supersede the Charter, the Civil Service Commission Rules, or the Administrative Code. Any decision or award shall be invalid if it conflicts with any of said provisions and those provisions shall prevail.

27.9 An Arbitrator's decision or award shall be invalid to the extent that it orders or requires any legislative act by any Board, Commission, or official except as may pertain to back pay awards.

27.10 The parties shall share the jointly-incurred costs of the arbitration proceedings.

27.11 Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.

27.12 Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Appendix. In such instance, only Step III shall be applicable prior to the determination to proceed to arbitration.

SECTION 28. NO WORK STOPPAGES

28.1 It is mutually agreed and understood that during the period this Appendix is in force and effect, the Union and the Employees will not authorize or engage in any strike as defined by Charter Section A8.346(a), slowdown, or work stoppage against the City and County of San Francisco.

SECTION 29. NEGOTIATION RESPONSIBILITIES

29.1 Nothing contained herein shall be so construed as to prohibit negotiations mutually agreed to by the parties.

SECTION 30. SEVERABILITY

30.1 Should any provision of this Appendix or the application of such provision to any person or circumstances, be held invalid, the remainder of this Appendix or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 31. TERM

31.1 This Appendix shall remain in full force and effect from the date of approval by the Board of Supervisors to and including June 30, 2018.