

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, 2011

UNIT 2

**Revised per Amendment #1**

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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 2"):

H-40	Battalion Chief
H-43	EMS Section Chief
H-50	Assistant Chief
H-110	Marine Engineer of Fire Boats
H-120	Pilot of Fire Boat

- 2.2 The terms and conditions of this Agreement shall be applicable to any classification for which the Union has become appropriately recognized during the term 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 2. 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 shall run from 0800 to 2000 hours or from 2000 to 0800 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 Payroll Deductions. The Union shall provide the Employee Relations Director and the City Controller with a statement of the membership dues for members in each classification in the bargaining unit, and a list of members in said classifications. Such list of represented members and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement payroll deductions after notification by the Union.
- 6.2 The Controller shall continue to make membership dues deductions, as appropriate, from the

regular periodic payroll warrant of each Union member.

- 6.3 Nine (9) business days following payday, the City shall promptly pay over to the Union all sums withheld for membership dues.

## **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, 2007 – 4%	December 29, 2007 – 2%
July 1, 2008 – 4%	December 27, 2008 – 3%
July 1, 2009 – 4%	December 26, 2009 – 2%
July 1, 2010 – 4%	

9.2 The Department will continue to post the schedule of employee wage rates.

Underpayment and Nonpayment of Compensation

9.3 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.

9.4 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 27.1 of the 2003-2007 MOU.

**SECTION 10. PARITY**

10.1 The parties agree that in the event a 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 general base wage increase agreed to, granted or awarded to members of the San Francisco Police Officers’ Association and the general base wage increase of members of this bargaining unit, a salary (general base wage) increase shall be automatically implemented for the members of this bargaining unit in the amount necessary to maintain parity between the general base wage increases of members of the San Francisco Police Officers’ Association and the general base wage increases of members of this bargaining unit.

**SECTION 11. RETIREMENT**

11.1 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).

11.2 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.

**11.3 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.

**11.4 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.

**11.5** 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.

**SECTION 12. HOURS**

**12.1** 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). The field 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).

**12.2** 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.

**SECTION 13. OVERTIME COMPENSATION**

**13.1** The Chief of the Department or designee may require members to work longer than the regular work day or the regular work week.

- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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 14. COMPENSATORY TIME ("TIME COMING")**

- 14.1 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. 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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 15.                    STANDBY PAY, CALL BACK AND COURT APPEARANCE PAY**

15.1 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.

15.2 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.

15.3 Court Appearance Pay

- a. Court appearance time for court or administrative hearings commences with the earliest time that the employee is compelled to report for 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.

#### 15.4 Emergency Recall

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

### **SECTION 16. SENIORITY LIST**

- 16.1 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 17. DEFINITION OF SENIORITY**

- 17.1 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.
- 17.2 Seniority for promotional employees appointed to the same rank on the same day shall be calculated by using an employee's ranking on the eligibility list of said rank.

### **SECTION 18. ASSIGNMENTS AND TRANSFERS**

- 18.1 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.

18.2 Vacant Tour Assignments for H-40s and H-50s shall be awarded by seniority by September 15 of each year, on the basis of the then-current seniority list.

18.3 In no case may a person own two positions.

## **SECTION 19. VACATION LEAVE**

19.1 Vacation leave shall be provided as set forth in Charter Section A8.440.

19.2 The annual suppression vacation selection procedure shall continue to be on the basis of seniority in rank.

19.3 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.

19.4 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

19.5 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:

19.6 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.

19.7 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.

19.8 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.

- 19.9 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 20. HOLIDAYS**

### **20.1 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.

20.2 Fire Suppression Personnel

- a. Twenty-four (24) hour fire suppression personnel 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 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 the 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 21. STAFFING**

- 21.1 Deployment of all personnel shall be at the discretion of the Chief of Department, subject to the following minimum requirements:

- a. Firefighting Battalions - Each Battalion shall have one (1) Battalion Chief on duty from 0800 to 2000 hours and from 2000 to 0800 hours each day.
  - b. Firefighting Divisions – Each Firefighting Division shall have one (1) Assistant Chief on duty from 0800 to 2000 hours and from 2000 to 0800 hours each day.
- 21.2 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 22. SHIFT AND WATCH EXCHANGES**

- 22.1 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 23. WORKING OUT OF CLASSIFICATION**

23.1 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 for a minimum of one full watch 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.

23.2 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.

### 23.3 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.

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

## **SECTION 24. TRAINING AND EDUCATION ACHIEVEMENT PAY**

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

24.2 Members 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 in Fire Science or related field;
- (2) Bachelor of Arts or Bachelor of Science degree in related field;
- (3) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

24.3 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 25. SICK LEAVE ORDINANCE**

25.1 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 26. RETENTION PAY**

26.1 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. Retention Pay may be stacked with Training and Education Achievement Pay.

## **SECTION 27. HAZARDOUS MATERIALS PAY**

27.1 Members who are qualified Hazardous Materials (HAZ MAT) Specialists shall receive \$26.50 Hazardous Materials Pay, per biweekly pay period.

27.2 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 Battalion 2.

27.3 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.

27.4 Hazardous Materials Pay may be stacked with Retention Pay and Training and Education Achievement Pay. Members who are permanently assigned by the Chief of Department to a Hazardous Material Specialist assignment may stack this premium with Retention Pay and Training and Education Achievement Pay.

## **SECTION 28. PYRAMIDING OF PREMIUM PAYMENTS**

28.1 Retention Pay and Training and Education Achievement Pay may be stacked. Except as specifically provided in this Agreement, there shall be no pyramiding or stacking of premium payments. In the event more than one premium payment has been earned, the highest premium payment shall be paid.

## **SECTION 29. FAMILY CARE AND MATERNITY/PATERNITY LEAVE**

29.1 Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.

29.2 The starting date for maternity leave is a decision of the member and her doctor.

29.3 The return date from maternity leave is a decision of the member and her doctor.

29.4 The member has the right to include vacation time, sick leave and/or any other accrued leave in maternity leave.

29.5 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 childcare 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.

- 29.6 Bargaining unit members shall also be entitled to use accrued vacation time, sick leave, and/or any other accrued leave for family care leave.
- 29.7 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).
- 29.8 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.
- 29.9 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.
- 29.10 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.
- 29.11 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 30. HEALTH AND DENTAL COVERAGE**

- 30.1 Employee Health Coverage: 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.
- 30.2 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.

- 30.3 Dependent Health Coverage: 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.
- 30.4 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.
- 30.5 Dental Coverage: The City shall continue to provide dental benefits at the existing level.
- 30.6 Members shall be permitted to choose which available City plan they wish to participate in during the Health Service System open enrollment period.
- 30.7 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.
- 30.8 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.
- 30.9 Annual Tuberculosis Screening. The City shall provide, at its cost, annual tuberculosis screening for members.
- 30.10 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.
- 30.11 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.
- 30.12 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.
- 30.13 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

- 30.14 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.
- 30.15 Consistent with applicable law, the City shall maintain confidentiality of all medical records and other medical information concerning members.
- 30.16 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 31. WELLNESS PROGRAM**

- 31.1 The pilot "wellness incentive program" shall be in effect for the term of this Agreement.
- 31.2 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.
- 31.3 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

- 31.4 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.
- 31.5 A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
- 31.6 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 32. UNIFORMS**

- 32.1 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.
- 32.2 The City shall also furnish all bargaining unit members assigned to ambulance duty with turnouts, and protective eye wear (splash shield). The City shall also make available ballistic vests to the members described in this section.
- 32.3 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.
- 32.4 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.
- 32.5 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.

### **SECTION 33. MANAGEMENT RIGHTS**

- 33.1 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.
- 33.2 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 34. SAFETY AND HEALTH**

- 34.1 Whenever possible, the Department will reduce the risk of on-the-job exposure to viruses that may cause communicable diseases.
- 34.2 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.
- 34.3 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.
- 34.4 The City shall use its best efforts to provide drinking water at all working fires.

### **SECTION 35. FIRE DEPARTMENT APPARATUS**

- 35.1 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.

- 35.2 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 36. NOTICE OF CHARGES**

- 36.1 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 37. EMPLOYEE ASSISTANCE PROGRAM**

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

### **SECTION 38. PROBATIONARY PERIOD**

- 38.1 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.
- 38.2 Members serving probationary periods 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. Such 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.
- 38.3 A member's probationary period will not expire before a mandatory physical examination, including screening for drugs and alcohol, is satisfactorily completed.
- 38.4 This section does not apply to provisional or exempt appointments.

**SECTION 39. DRIVERS' LICENSES**

- 39.1 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.
- 39.2 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 40. PHYSICAL EXAMINATIONS/DRUG & ALCOHOL SCREENING**

- 40.1 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.
- 40.2 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 40.4 below.
- 40.3 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.
- 40.4 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.*

- 40.5 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.
- 40.6 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.
- 40.7 Any test that is conducted shall be at the City's expense.

#### **SECTION 41. PHYSICAL FITNESS PROGRAM**

- 41.1 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.
- 41.2 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.

#### **SECTION 42. EMERGENCY RESPONSE VEHICLES**

- 42.1 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 43. TEMPORARY MODIFIED DUTY ASSIGNMENTS**

- 43.1 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.

- 43.2 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.
- 43.3 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.
- 43.4 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.
- 43.5 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 26 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.
- 43.6 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.

- 43.7 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.
- 43.8 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.
- 43.9 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 44. PERSONNEL FILES**

- 44.1 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.
- 44.2 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.
- 44.3 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.

- 44.4 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 45. EMPLOYEE TRAINING AND REIMBURSEMENT PROGRAMS**

- 45.1 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.

- 45.2 The City shall pay for all applicable Relicensure or any other fees required to maintain a California State Paramedic license for employees in the rank of H-43 EMS Section Chief.

Tuition Reimbursement Program

- 45.3 The City agrees to allocate \$3,000 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 may be carried forward to the next fiscal year.
- 45.4 Subject to the DHR Guidelines, a member may submit a request for reimbursement up to \$300.00 during each fiscal year.
- 45.5 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 46. AMERICANS WITH DISABILITIES ACT**

46.1 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 47. GRIEVANCE PROCEDURE**

47.1 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:

47.2 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.

47.3 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.

47.4 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.

47.5 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.

- 47.6 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.
- 47.7 The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.
- 47.8 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.
- 47.9 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.
- 47.10 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.
- 47.11 The parties shall share the jointly-incurred costs of the arbitration proceedings.
- 47.12 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.
- 47.13 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 48. NO WORK STOPPAGES**

- 48.1 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 49. LABOR-MANAGEMENT COMMITTEE**

- 49.1 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. 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.
- 49.2 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 50. NEGOTIATION RESPONSIBILITIES**

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

**SECTION 51. SEVERABILITY**

- 51.1 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 52. TERM**

- 52.1 This Agreement shall remain in full force and effect from July 1, 2007, to and including June 30, 2011.
- 52.2 The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

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

DATED: \_\_\_\_\_ 2007

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

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

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James P. Horan, Acting Director  
Department of Human Resources

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John F. Hanley, President

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Micki Callahan, Director  
Employee Relations

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Joseph P. Moriarty, Vice President

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Joanne Hayes-White, Chief  
San Francisco Fire Department

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Francis D. Kelly, Secretary

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APPROVED AS TO FORM:  
CITY ATTORNEY

Martin Gran  
Deputy City Attorney