



**City Proposal 47 (City withdrew proposal on 3/26/18)**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**SECTION 42. PHYSICAL EXAMINATIONS/DRUG & ALCOHOL SCREENING**  
**[retain status quo]**

- 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~~42.4 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.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources


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## SF FIREFIGHTERS, Local 798 – Tentative Agreement

- 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.

**Agreement:**

For the City:  Date: 4/27/18

For the Union:  Date: 4/27/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal 48 (City withdrew proposal on 3/26/18)**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**SECTION 43. PHYSICAL FITNESS PROGRAM [retain status quo]**

- 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.

**Agreement:**

For the City: \_\_\_\_\_

Date: 4/27/18

For the Union: \_\_\_\_\_

Date: 4/27/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal 49 / Union Proposal Section 45 (Mutual Walkaway)**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**SECTION 45. TEMPORARY MODIFIED DUTY ASSIGNMENTS [retain status quo]**

- 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.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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## SF FIREFIGHTERS, Local 798 – Tentative Agreement

- 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.

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**SF FIREFIGHTERS, Local 798 –  
Tentative Agreement**

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.

**Agreement:**

For the City:  Date: 4/27/18

For the Union:  Date: 4/27/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal 50 (City withdrew proposal on 3/26/18)**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**SECTION 46. PERSONNEL FILES [retain status quo]**

- 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.

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**SF FIREFIGHTERS, Local 798 –  
Tentative Agreement**

**Agreement:**

For the City:

Date:

4/27/18

For the Union:

Date:

4/27/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal #51/City Counter to Union Proposal Section 47**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**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 ~~\$820,000~~ 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 not be carried forward to the next fiscal year.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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## SF FIREFIGHTERS, Local 798 – Tentative Agreement

- 47.6 Subject to the DHR Guidelines, a member may submit a request for reimbursement up to \$300500.00 during each fiscal year until such funds are exhausted.
- 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.

**Agreement:**

For the City:

Date:

4/25/18

For the Union:

Date:

9/25/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal 52 (Mutual Walkaway)**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**SECTION 49. GRIEVANCE PROCEDURE [retain status quo]**

- 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

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2018

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## SF FIREFIGHTERS, Local 798 – Tentative Agreement

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

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2018

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## SF FIREFIGHTERS, Local 798 – Tentative Agreement

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.

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources


*CCSF NEGOTIATIONS 2018*

**SF FIREFIGHTERS, Local 798 –  
Tentative Agreement**

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.

**Agreement:**

For the City:  Date: 4/27/18

For the Union:  Date: 4/27/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal #53 / Union Counter**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**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 or sympathy strike against the City and County of San Francisco.

**Agreement:**

For the City: \_\_\_\_\_

Date: 4/24/18

For the Union: \_\_\_\_\_

Date: 4/25/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**City Proposal #54 / Union Counter**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**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 or other designee. 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.

**Agreement:**

For the City:  Date: 4/24/18

For the Union:  Date: 4/25/18

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**SF FIREFIGHTERS, Local 798 –  
 Tentative Agreement**

**Union Proposal Section 55**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**SECTION 55. TERM**

- 55.1 This Agreement shall remain in full force and effect from July 1, 2007 2018, to and including June 30, 2018 2021.
- 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.

**Agreement:**

For the City:  Date: 4/24/18

For the Union:  Date: 4/30/18

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City Proposal #57 / Union Counter

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**SECTION XX. JURY DUTY**

**New** **The Department shall excuse an employee from work to attend jury duty on paid leave, if the employee has provided seven (7) days' advance notice to his/her supervisor of the initial notice to report for possible jury duty, and notifies his/her supervisor promptly upon learning that he/she must report for jury selection or empanelment to jury duty.**

**New** **The Department shall excuse an employee from work for at least a full 12-hour period before the start of the jury duty.**

**New** **Employees must provide written proof of jury service from the Court to verify the employee's actual appearance at jury duty.**

Agreement:   
 For the City: \_\_\_\_\_ Date: 4/12/18  
 For the Union:  Date: 4/17/18

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2018

SF FIREFIGHTERS, Local 798

City Proposal #58

Date: \_\_\_\_\_

Time: \_\_\_\_\_

NEW SECTION XX. SAVINGS CLAUSE

New If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, then the remaining portions of this Agreement shall remain valid and enforceable.

*T. O'Connell* 2/7/18  
Thomas P. O'Connell, L798

*Gina M. Roccamora* 2/7/18  
Gina M Roccamora

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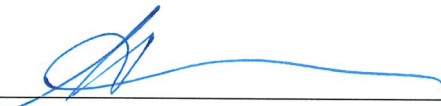
**SF FIREFIGHTERS, Local 798 –  
Tentative Agreement**

**Date:** May 8, 2018

**Time:** 12:45 PM

All sections of the current MOU that the parties have not agreed to modify shall remain *status quo*.

**Agreement:**

For the City:  Date: 5/8/18

For the Union:  Date: 5/8/18

|  |   |
|--|---|
| <p><i>italics</i> = moved existing language<br/><del>struck out, italics</del> = existing language prior section</p> | <p><b><u>bold, double underline</u></b> = new language<br/><del>struck out</del> = removed language</p> |
|--|---|



**LETTER OF AGREEMENT ON APPOINTMENTS  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
SAN FRANCISCO FIRE FIGHTERS UNION  
LOCAL 798, IAFF, AFL-CIO  
UNIT 1**

If the U.S. Supreme Court's decision in *Janus v. AFSCME, Council 31*, \_\_\_ U.S. \_\_\_ (2018) results in any part of Section 6, Union Security, of the Memorandum of Understanding being illegal or unenforceable, the parties will meet and confer within thirty (30) days of the request of either party, to negotiate replacement language, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5.

For the City:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

4/27/18

For the San Francisco Fire Fighters Union:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

4/27/18






**LETTER OF AGREEMENT ON APPOINTMENTS  
 BETWEEN  
 THE CITY AND COUNTY OF SAN FRANCISCO  
 AND  
 SAN FRANCISCO FIRE FIGHTERS UNION  
 LOCAL 798, IAFF, AFL-CIO  
 UNIT 1**

1. For any H-2 Entry Firefighter Academies commencing during the period from July 1, 2018 through June 30, 2021, the Chief shall appoint ten (10) H-3 Level I or Level II employees to either H-2 Firefighter or H-3 Level III Firefighter/Paramedic for every 48 academy spots. Employees who are appointed to H-2 positions must have tested and be reachable on an H-2 eligible list at the time the Chief makes the appointment. In making such appointments to H-2, the Chief shall give strong consideration to departmental seniority and/or placement on the H-2 eligible list. This provision will sunset at the close of business on June 30, 2021.
  
2. Through June 30, 2021, when the Department seeks to fill an H-3 Level III Firefighter/Paramedic vacancy, that vacancy shall be filled in the following order:
  - a. First, by a member in the rank of H-2 Firefighter who possesses a current, valid California Paramedic license with local accreditation, in order of departmental seniority;
  - b. Second, by a member in the rank of H-3 Level II, in order of departmental seniority; and
  - c. Third, by a member in the rank of H-3 Level 1, in order of departmental seniority.
  
3. In order to be selected for an H-3 Level III position, employees in the rank of H-3 Level I or H-3 Level II must possess a current, valid California Paramedic license with local accreditation, with no pending disciplinary review or action and a current Candidate Physical Ability Test (CPAT) card, and must attend and successfully complete the Department's H-2 Firefighter Academy prior to appointment to the rank of H-3 Level III.

For the City:

For the San Francisco Fire Fighters Union:

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Dated: 4/27/18

Dated: 4/27/18