

AMENDMENT No. 2
TO THE 2018-2021 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO FIRE FIGHTERS UNION
LOCAL 798, IAFF, AFL-CIO
UNIT 2

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

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. All payroll deductions are subject to Administrative Code Section 16.90.~~

6.1 Authorization for Deductions

- a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section 6 means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.**
- b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.**
- c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.**
- d. Union rules provide that for employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the thirty (30) day period immediately before the anniversary**

date on which the employee signed the employee's form. The parties agree that the City has no role, responsibility or decision making authority over the terms of Union membership, including revocation of such membership, or over revocation of an employee's authorization for deductions of Contributions, except to cancel deductions upon notice from the Union as provided in this Section.

- e. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
- f. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- g. Except as otherwise provided in this subsection 6.1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
- h. Except as otherwise provided in this subsection 6.1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
- i. With the exception of subsection (f) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

6.42 Indemnification

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from this provision. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the City shall promptly give

written notice of any claim to the Union, (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the City. This subsection 6.2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 6.1.

6.53 New Employee Orientation

The rights and obligations of the City and the Union under Government Code Sections 3555-3559, are met through City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions. See Appendix A.

SECTION 28. HAZARDOUS MATERIALS PAY

- 28.1 Members who are qualified Hazardous Materials (HAZ MAT) Specialists shall receive \$26.50 Hazardous Materials Pay, per biweekly pay period.
- 28.2 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.
- 28.3 Any employee who is qualified as a Surf Rescue Swimmer shall receive a Surf Rescue premium of five percent (5%) of base pay for all hours worked in designated **Premium** Surf Rescue spots at Station 14; Truck 16, 18, 19, 23, 34, 35, or 51; Airport Station 2; or Engine 16 **Stations 14, 16, 18, 19, 23, 34, 35, or 51, or at the Airport. The number of designated Premium Surf Rescue Spots will not exceed twenty-two (22) and will be assigned according to a Department General Order.**
- 28.4 Hazardous Materials Pay and Surf Rescue Premium 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.
- 28.5 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.

FOR THE CITY

Date: 7/30/19



Carol Isen
Employee Relations Director

FOR THE UNION

Date: 7/29/2019



Shon Buford
President

APPROVED AS TO FORM:

City Attorney

Date: 7/29/19



Katharine Hobin Porter
Chief Labor Attorney