

File No. 151124 Committee Item No. 8
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date December 3, 2015

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Department of Human Resources Memo - 11/03/2015</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MOU Amendment No. 8</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Referral FYI - 11/09/2015</u> |
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Completed by: Erica Major Date November 25, 2015
Completed by: _____ Date _____

[Memorandum of Understanding - Amendment No. 8 to Firefighters, Local 798, Unit 1]

Ordinance adopting and implementing the Amendment No. 8 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2015-2016, 2016-2017, and 2017-2018.

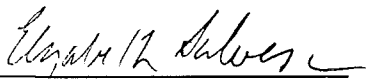
NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in *strikethrough italics Times New Roman font*.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 8 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2015-2016, 2016-2017, and 2017-2018.

Amendment No. 8 to the Memorandum of Understanding so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 151124.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 
ELIZABETH SALVESON
Chief Labor Attorney

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GAO Clerk, BOS-11
Leg Aides, COB,
Leg Dep, Dep City Atty
Mayors Office

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

London Breed

PRESIDENTIAL ACTION

Date: November 24, 2015
To: Angela Calvillo, Clerk of the Board of Supervisors

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
NOV 24 AM 11:44
AK

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. 151124 Mayor, Breed
(Primary Sponsor)

Title. Memorandum of Understanding - Amendment

Transferring (Board Rule No. 3.3)

File No. _____
(Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

London Breed

London Breed, President
Board of Supervisors

Major, Erica (BOS)

From: Johnston, Conor (BOS)
Sent: Tuesday, November 24, 2015 11:42 AM
To: Major, Erica (BOS); Elliott, Nicole (MYR); Tavakoli, Shahde (MYR)
Subject: RE: File No. 151124

Please schedule it for 12/3. I'm submitting the waiver form now. And please add Pres. Breed as cosponsor.


From: Major, Erica (BOS)
Sent: Tuesday, November 24, 2015 10:55 AM
To: Elliott, Nicole (MYR) <nicole.elliott@sfgov.org>; Tavakoli, Shahde (MYR) <shahde.tavakoli@sfgov.org>
Cc: Johnston, Conor (BOS) <conor.johnston@sfgov.org>
Subject: FW: File No. 151124
Importance: High

Hi Shahde,

Per our conversation, please have Nicole request the 30-day rule to be waived for File No. 151124 from the President's Office through Conor.Johnston@sfgov.org, we can move forward with agendizing the item for Thursday, December 3rd GAO after that. **We are finalizing the agenda today so ASAP, please.**

Best,

Erica Major
Assistant Committee Clerk
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102
Phone: (415) 554-4441 | Fax: (415) 554-5163
Erica.Major@sfgov.org | www.sfbos.org

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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From: Major, Erica (BOS)
Sent: Monday, November 23, 2015 4:14 PM
To: Gran, Martin (HRD) <martin.gran@sfgov.org>; Elliott, Nicole (MYR) <nicole.elliott@sfgov.org>; Mormino, Matthias (BOS) <matthias.mormino@sfgov.org>; Preston, Darryelle (HRD) <lawanna.preston@sfgov.org>; Chu, Lucy (HRD) <lucy.chu@sfgov.org>
Subject: RE: File No. 151124
Importance: High

Nicole - File No. 151124 has been added to the 12/3 GAO agenda, but in order to move forward with taking action we would need to have the 30 day rule waived for this item, please request this through Conor.Johnston@sfgov.org with Supervisor Breed's Office as soon as possible.

Thanks,

Erica Major
Assistant Committee Clerk
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102
Phone: (415) 554-4441 | Fax: (415) 554-5163
Erica.Major@sfgov.org | www.sfbos.org



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From: Gran, Martin (HRD)
Sent: Monday, November 23, 2015 2:59 PM
To: Elliott, Nicole (MYR) <nicole.elliott@sfgov.org>; Mormino, Matthias (BOS) <matthias.mormino@sfgov.org>; Preston, Darryelle (HRD) <lawanna.preston@sfgov.org>; Chu, Lucy (HRD) <lucy.chu@sfgov.org>
Cc: Major, Erica (BOS) <erica.major@sfgov.org>
Subject: RE: File No. 151124

Thanks, all. Please let us know the outcome.

MG

Martin Gran
Employee Relations Director
Department of Human Resources
City and County of San Francisco
(415) 557-4857
martin.gran@sfgov.org

From: Elliott, Nicole (MYR)
Sent: Sunday, November 22, 2015 1:21 PM
To: Mormino, Matthias (BOS)
Cc: Gran, Martin (HRD); Major, Erica (BOS)
Subject: File No. 151124

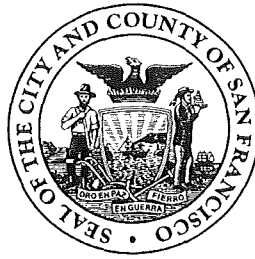
Matthias,

I'd like to request that File No. 151124 - Ordinance adopting and implementing the Amendment No. 8 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by

implementing specified terms and conditions of employment for FYs 2015-2016, 2016-2017, and 2017-2018 – be scheduled for a December GAO Committee meeting. Please let me know if the 3rd or the 17th is possible.

Thank you,
Nicole

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, Director, Office of the Controller
Micki Callahan, Director, Department of Human Resources

FROM: Erica Major, Assistant Committee Clerk, Government Audit and Oversight
Committee, Board of Supervisors

DATE: November 9, 2015

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following legislation, introduced by Mayor Lee on November 3, 2015:

File No. 151124

Ordinance adopting and implementing the Amendment No. 8 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2015-2016, 2016-2017, and 2017-2018.

If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c:
Drew Murrell, Office of the Controller
Susan Gard, Department of Human Resources

Major, Erica (BOS)

From: Major, Erica (BOS)
Sent: Monday, November 09, 2015 4:54 PM
To: Rosenfield, Ben (CON); Callahan, Micki (HRD)
Cc: Murrell, Drew (CON); Gard, Susan (HRD)
Subject: REFFERAL FYI (151124) Memorandum of Understanding - Amendment No. 8 to Firefighters, Local 798, Unit 1
Attachments: 151124 FYI.pdf

Greetings:

This matter is being forwarded to your department for informational purposes. If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Thank you.

Erica Major

Assistant Committee Clerk


Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall, Room 244

San Francisco, CA 94102

Phone: (415) 554-4441 | Fax: (415) 554-5163

Erica.Major@sfgov.org | www.sfbos.org

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City and County of San Francisco

Edwin M. Lee
Mayor



Department of Human Resources

Micki Callahan
Human Resources Director

November 3, 2015

TO: Angela Calvillo, Clerk of the Board
Board of Supervisors

FROM: Martin Gran, Employee Relations Director
Department of Human Resources

RE: **Memoranda of Understanding**

1. Amendment #8 to Firefighters, Local 798, Unit 1 (Amends 2007-2018 MOU)

Please find enclosed for each amendment:

- 1 original AMENDMENT w/attached ORDINANCE

Electronic copies have been sent via e-mail today, too. Please refer to the appropriate Committee at your earliest convenience.

Thank you.

Enclosures

cc: Nicole Wheaton, Legislative Director
Andrew Dayton, Deputy Director of Legislative and Government Affairs
Rick Caldeira, Legislative Deputy Director
Members, Government, Audit and Oversight Committee
File

AMENDMENT NO. 8
TO THE 2007-2018 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO FIRE FIGHTERS UNION
LOCAL 798, IAFF, AFL-CIO
UNIT 1

The parties hereby amend and extend the Memorandum of Understanding as follows:

SECTION 2. RECOGNITION

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

- H-2 Fire Fighter
- H-3 EMT/Paramedic/Firefighter
- H-4 Inspector, Bureau of Fire Prevention and Public Safety
- H-6 Investigator, Bureau of Fire Prevention
- H-8 Per Diem EMT/Paramedic (non-sworn classification)
- H-10 Incident Support Specialist
- H-16 Technical Training Specialist, Fire Department
- H-18 Coordinator of Community Services
- H-19 Operations - Training Supervisor, Airport
- H-20 Lieutenant, Fire Department
- H-22 Lieutenant, Bureau of Fire Prevention and Public Safety
- H-24 Lieutenant, Bureau of Fire Investigation
- H-28 Lieutenant, Division of Training
- H-29 Special Services Officer
- H-30 Captain, Fire Department
- H-32 Captain, Bureau of Fire Prevention and Public Safety
- H-33 Captain, Emergency Medical Services
- H-39 Captain, Division of Training

2.2a Wages, hours and other terms and conditions of employment for H-8 Per Diem EMT/Paramedic employees are set forth in Appendix A to this MOU. Only the contractual provisions contained in the Appendix apply to employees in the H-8 classification and no other contract provisions in this MOU apply to such employees.

SECTION 9. SALARY

9.15 Except as otherwise provided herein, newly hired H-3 employees shall enter at Step 1. H-3 employees shall advance from Step 1 to Step 2 upon satisfactory completion of the probationary period, including completion of all probationary testing. H-3 employees shall advance to Step 3 upon satisfactory completion of one year of active service at Step 2. H-3 employees shall advance to Step 4 upon satisfactory completion of one year of active service at Step 3. Subject to the approval of the Chief of the Department, H-3 employees who possess the Level II requisite experience and certification shall advance to Step 4⁵ upon satisfactory completion of a minimum of one year of service in the Department. H-3 employees shall advance to Step 5⁶ upon completion of one year of active service at Step 4. H-3 employees shall advance to Step 6⁷ upon satisfactory completion of one year of active service at Step 5. H-3 employees shall advance to Step 8 upon satisfactory completion of one year of active service at Step 7.

9.16 Newly hired H-3 employees who possess the Level II requisite experience and certification may be appointed by the Chief of the Department at Step 4⁵. H-3 employees shall advance from Step 4⁵ to Step 5⁶ upon satisfactory completion of the probationary period, including all probationary testing. H-3 employees shall advance to Step 6⁷ upon satisfactory completion of one year of active service at Step 5⁶. H-3 employees shall advance to Step 8 upon satisfactory completion of one year of active service at Step 7. Subject to the approval of the Chief of the Department, H-3 employees who meet Level III requisite experience and certification, including the satisfactory completion of the Candidate Physical Ability Test (CPAT), shall advance to Step 7⁹ in order of seniority.

9.17 Subject to the approval of the Chief of the Department, newly hired H-3 employees who meet the Level III requisite experience and certification, including the satisfactory completion of the Candidate Physical Ability Test (CPAT), shall be appointed at Step 7⁹. H-3 employees shall advance from Step 9 to Step 10 upon satisfactory completion of the probationary period, including completion of all probationary testing. H-3 employees shall advance to Step 11 upon satisfactory completion of one year of active service at Step 10.

SECTION 33. UNIFORMS

33.5 During the term of this Agreement, the City shall provide and maintain each truck company with five (5) portable Department radios, shall provide and maintain each engine company with four (4) portable Department radios, and shall provide and maintain each rescue squad with four (4) portable Department radios and shall provide and maintain each ambulance with two (2) portable Department radios.

APPENDIX A: H-8 PER DIEM EMPLOYEES

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

SECTION 1. PREAMBLE

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

SECTION 2. RECOGNITION

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

SECTION 3. NO DISCRIMINATION

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

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

SECTION 4. DEFINITIONS

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

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

City. The City and County of San Francisco.

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

Day. Calendar day, unless otherwise specified.

Department. The San Francisco Fire Department.

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

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

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

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

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

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

SECTION 5. UNION SECURITY

5.1 Agency Shop

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

5.2 Payroll Deductions

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

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

5.3 Financial Reporting

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

5.4 Religious Exemption

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

5.5 Hudson Compliance

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

SECTION 6. MEDIA RELATIONS

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

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

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

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

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

SECTION 8. SALARY

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

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

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

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

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

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

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

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

Underpayment and Nonpayment of Compensation

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

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

SECTION 9. HOURS

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

SECTION 10. OVERTIME COMPENSATION

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

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

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

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

SECTION 11. ORDER OF HIRE

- 11.1 Absent exigent circumstances (i.e., situations when off duty employees are recalled) the Department shall assign work in the following order:
- 11.2 First to H-3 Level I and Level II employees who have volunteered at least 24 hours prior to the beginning of a shift, if any;
- 11.3 Second to H-3 Level III employees who have volunteered, pursuant to General Order 10 A-22, at least 24 hours prior to the beginning of a shift, if any;
- 11.4 Third to H-2 Firefighter/EMT employees who have volunteered, pursuant to General Order 11 A-40, at least 24 hours prior to the beginning of a shift, if any;
- 11.5 Fourth to H-8 Employees who previously expressed an availability to work on the day in question; and
- 11.6 Fifth to H-3 Level I and Level II employees on the mandatory overtime list.

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

12.1 Court Appearance Pay

- a. Court appearance time for court or administrative hearings commences with the earliest time that the Employee is compelled to report that day. Court appearance time includes time for court preparation and conferences on the same day as the court appearance(s).
- b. Employees appearing for court or administrative hearings where the City or Department is a party shall receive a minimum of three (3) hours of court appearance pay at his/her regular rate of pay at the appropriate straight-time or overtime rate for each day involving one or more court appearances. If court appearance time exceeds three (3) hours, Employees shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.
- c. Employees appearing less than one hour prior to the beginning of their scheduled shift for court or administrative hearings where the City or Department is a party shall receive one (1) hour of court appearance pay. Employees appearing for such hearings more than one (1) but less than two (2) hours prior to the beginning of their scheduled shift shall receive two hours of court appearance pay. Employees appearing for such hearings

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

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

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

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

SECTION 13. NOTICE OF UNAVAILABILITY

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

SECTION 14. SICK LEAVE ORDINANCE

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

SECTION 15. PREMIUM PAYMENTS

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

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

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

SECTION 16. FAMILY CARE AND MATERNITY/PATERNITY LEAVE

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

SECTION 17. HEALTH AND DENTAL COVERAGE

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

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

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

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

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

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

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

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

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

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

SECTION 18. UNIFORMS

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

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

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

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

SECTION 19. MANAGEMENT RIGHTS

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

19.2 The Union agrees that Employees shall be subject to all Civil Service and Fire Department Rules and Regulations, and to all General Orders of the Fire

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

SECTION 20. SAFETY AND HEALTH

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

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

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

SECTION 21. NOTICE OF CHARGES

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

SECTION 22. EMPLOYEE ASSISTANCE PROGRAM

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

SECTION 23. DRIVERS' LICENSES

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

SECTION 24. PHYSICAL EXAMINATIONS/DRUG & ALCOHOL SCREENING

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

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

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

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

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

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

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

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

SECTION 25. PERSONNEL FILES

- 25.1 The Deputy Chief, Administration or designee shall maintain one official personnel file for each Employee. Employees or their authorized representatives have the right to examine the contents of their official personnel file maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in an Employee's official personnel file unless and until the Employee has been informed that such comments are to be placed in his or her file and a notation has been made on the face of the document of the date and time when the Employee was so informed. Employees may cause to be placed in their official personnel file all such responses as they deem appropriate to adverse material inserted therein. Employees may also request to be placed in their official personnel file a reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance.
- 25.2 Only persons authorized by the Deputy Chief, Administration or designee may review an Employee's master personnel file in compliance with the Citywide Employee Personnel Records Guidelines.
- 25.3 All Employees shall have the right to review their official personnel file to identify formal reprimands without further penalty more than one (1) year old, and those with additional penalty more than three (3) years old. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the Employee. The envelope will be placed in the Employee's personnel file and will be opened only in the event that the Employee is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.
- 25.4 An Employee shall be given ten (10) calendar days to respond in writing, to the Chief or his/her designee, with regard to a proposed formal reprimand. In the event the reprimand becomes final, the written response will be included with the reprimand and serve as a rebuttal.

SECTION 26. AMERICANS WITH DISABILITIES ACT

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

SECTION 27. GRIEVANCE PROCEDURE

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

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

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

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

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

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

expected to have learned of the alleged violation. The supervisor shall attempt to adjust the grievance and shall provide a written response within fifteen (15) calendar days following receipt of the written grievance.

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

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

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

days prior to the arbitration hearing for the purpose of narrowing issues for arbitration, discussing possible stipulations and exchanging documents intended for use at the hearing.

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

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

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

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

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

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

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

SECTION 28. NO WORK STOPPAGES

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

SECTION 29. NEGOTIATION RESPONSIBILITIES

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

SECTION 30. SEVERABILITY

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

SECTION 31. TERM

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

FOR THE CITY

Date: 10/7/15

Martin Gran
Martin Gran
Employee Relations Director

FOR THE UNION

Date: 10/7/15

Thomas O'Connor
Thomas O'Connor
President

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

Elizabeth Salveson
Elizabeth Salveson
Chief Labor Attorney

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

18124

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *fw* Mayor Edwin M. Lee *NE*
RE: Memorandum of Understanding - Amendment No. 8 to Firefighters, Local 798, Unit 1
DATE: November 3, 2015

Attached for introduction to the Board of Supervisors is an ordinance adopting and implementing the Amendment No. 8 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2015-2016, 2016-2017, and 2017-2018.

Should you have any questions, please contact Nicole Elliott (415) 554-7940.

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BOARD OF SUPERVISORS
SAN FRANCISCO
NOV 3 3:52 PM
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