

MEMORANDUM of UNDERSTANDING

between

THE SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021

and

THE CITY AND COUNTY OF  
SAN FRANCISCO

for

H-1 FIRE RESCUE PARAMEDICS

July 1, 2007 to June 30, 2020 ~~2018~~

**REVISED PER AMENDMENT #65**

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This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the Service Employees International Union, LOCAL 1021 (hereinafter referred to as the "Union") and THE CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as the "City"), through its designated representatives acting on behalf of the MAYOR, the FIRE COMMISSION and the CHIEF OF DEPARTMENT arrived at through good faith negotiations pursuant to the MMBA and the Charter of the City and County of San Francisco §A8.590-1 *et seq.*

## **SECTION 1. PREAMBLE**

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

## **SECTION 2. RECOGNITION**

The City recognizes the Union as the bargaining representative for all employees with the uniform rank of H-1, Fire Rescue Paramedic.

## **SECTION 3. NO DISCRIMINATION**

- A. The City and the Union agree that no person employed shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical handicap, political affiliation or opinion, or union membership or union activity; nor shall any person be subject to sexual or racial harassment. This paragraph shall not be construed to restrict or proscribe voluntary equal employment efforts by the Department, nor shall any rule, policy, procedure, order, action, determination, or practice which pertains to the purpose, goals or requirements of a consent decree be restricted by its provisions.
- B. This section is not intended to limit the right of a member to elect any applicable administrative remedy for discrimination as proscribed herein; provided however the parties agree that a member may elect only one City administrative remedy (except as provided in paragraph D hereunder).
- C. Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce, or discriminate against any employee because of the exercise of his/her rights granted pursuant to this agreement, the Meyers-Milias-Brown Act and/or Charter §A8.590-1 *et seq.* No employee seeking promotion, reassignment, or transfer shall in any way be discriminated against because of his/her union activities.

- D. Should an internal administrative remedy for the type of discrimination proscribed herein, not be resolved within thirty (30) days, any member shall have the right to seek relief in accord with the grievance procedure. In such circumstances, the member may initiate his/her grievance at Step III. (Director, Employee Relations).
- E. It is understood and agreed that any disciplinary action which stems from the application or interpretation of these provisions, shall not be subject to the grievance and arbitration provisions of Section 34 of this Agreement, except as provided by section 34A.

#### **SECTION 4. MANAGEMENT RIGHTS**

- A. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
- B. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.

#### **SECTION 5. UNION BUSINESS**

- A. A reasonable number of employees elected or appointed to represent the Union shall be granted release time without loss of pay or benefits to accomplish their union functions at Board and Commission meetings of the City and County of San Francisco, on committees established pursuant to this Agreement, or on the orders of the Department, for negotiations and for activities relating to grievances, without loss of pay or benefits. Such employees may be granted release time to attend to other union business not herein defined pursuant to mutual agreement if permitted by federal, state, and local law. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned. The Union shall furnish the City with a list of designated shop stewards.
- B. A member may designate another member as provided in the Department Rules and Regulations to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits, provided such representation takes place on regular

scheduled time, and provided such use of on duty time is reasonable.

- C. 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, shall be neatly displayed, and shall be removed by displayer when no longer timely. The Department agrees that Union literature shall not be removed from said bulletin boards without prior consultation with the station steward or union officer to determine if the literature should remain posted for an additional period. The Department is authorized to remove any literature not posted within the specific limits set forth herein upon notifying the affected Union representative.
- D. Distribution of union literature by any union member shall be done so as not to interfere with or interrupt the performance of official Fire Department duties. The San Francisco Fire Department agrees to issue for posting through its e-mail or equivalent 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 by 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 notice, the Department shall announce over the public address system that a notice has been issued and the general subject of the notice. Any such notice through the e-mail or equivalent 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.
- E. H-1 Labor Management Committee. The Department will establish an H-1 Labor Management Committee.
  - 1) The department and the H-1 Fire Rescue Paramedics acknowledge their responsibility to pursue their common goal to provide the highest quality emergency medical response, care and transport for the residents and visitors of San Francisco.
  - 2) Membership: The H-1 Labor Management Committee (H-1 LMC) shall consist of three (3) members named by the Department and three (3) members named by the Union.
  - 3) Purpose: The purpose of the H-1LMC shall be to provide recommendations to management on the following matters:
    - a) Design and evaluation of new equipment, including ergonomics and reducing injuries on the job
    - b) Improved patient care
    - c) Training
    - d) Ambulance safety and appearance
    - e) Staffing and workload issues – The City and Union agree that maintenance of adequate staffing and reasonable UHU workloads are essential elements of quality patient care. The Fire Department will use a variety of workload measures to evaluate workload

- distribution and staffing.
- f) Public Health outreach programs such as Homeless Outreach and Asthma Outreach that may lessen the burdens on EMS
  - g) Seek to find economic and operational efficiencies throughout the term of this agreement.
- 4) The H-1 LMC will meet two hours once a month or alternatively by mutual agreement. Representatives on the Committee shall be granted release time with pay when participating in committee meetings during their normal work schedule, subject to operational requirements. Members attending meetings not during their normal work hours shall be compensated pursuant to Departmental policy. The schedule of meetings shall be established with sufficient advance notice to accommodate operational requirements. This committee shall not be directly involved in meeting and conferring nor the handling of grievances.
- 5) The Chief of the Department shall respond to recommendations of the H-1 Labor-Management Committee.

#### F. UNION SECURITY

1) Application.

Except as provided otherwise herein, the provisions of this Section shall apply to all employees of the City in all classifications represented by SEIU Local 1021 when on paid status.

The provisions of this Section shall not apply to individual employees of the City who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

When the Employee Relations Director receives a request from a department head to designate position(s) as management, supervisory or confidential, the Employee Relations Director shall give the Union notice of such request. The Union shall have ten (10) working days within which to request a meeting to discuss the requested designation(s). Upon request of the Union, the Employee Relations Director and the Union shall meet to discuss the requested designation(s). In accordance with Section 16.208 of the Employee Relations Ordinance, the Employee Relations Director shall thereafter approve or disapprove the requested designation(s).

If the Union disagrees with such designation(s), the Union may submit the matter to an Administrative Law Judge for hearing and final determination as provided in the Employee Relations Ordinance. The Union and the City may jointly request that the assigned Administrative Law Judge have a labor

relations background.

Designation(s) of position(s) by the Employee Relations Director as management, supervisory or confidential for which no challenge has been filed by the Union shall result in termination of agency shop fees if applicable. Challenges of designation(s) by the Union shall result in agency shop fees being placed in escrow until the disagreement is resolved by an Administrative Law Judge. Following final determination by the Administrative Law Judge, the fees shall be dispersed to either the employee or the Union depending on who prevails.

2) Agency Shop.

For the term of this Agreement, all current and future employees of the City as described herein, except as set forth below, 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. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

3) Religious Exemption.

Any employee of the City in a classification described in subsection F.1 hereof, who certifies in writing that he/she holds a bona fide religious belief against joining or financially supporting unions, shall be relieved of any obligation to pay the required service fee. Such a certificate shall be delivered to the City and the Union, and must be renewed in writing on an annual basis, to be considered effective. The Union will advise the City in writing of those individuals who do not renew their certification. Such individuals shall be properly noticed as set forth in paragraph 8 of this section, prior to the implementation of agency fees.

4) Payroll Deductions.

The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by each constituent union of the SEIU Joint Council and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such

changes. The Controller shall make required membership fee or service fee payroll deductions solely for the Union representing the employee's classification as designated on the list submitted by the Union. An employee may, on a voluntary basis, request a payroll deduction for Union membership in another SEIU Local Union, in addition to the service fee deduction.

Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in subsection F.1) hereof.

Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

Effective with the first complete pay period worked by an employee newly employed in a classification described in subsection F.1) hereof and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee.

Nine (9) working days following payday the Controller will promptly pay over to the appropriate Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.

Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

The union shall be entitled to collect, through the payroll deduction method, membership dues, COPE deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

5) Exempt Employees.

Employees covered by this Agreement not subject to the agency shop



requirement set forth above and who have voluntarily joined the Union shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of union dues during the month of January of any year only. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail. The City shall deliver a copy of any revocation notice to the Union not later than March 1.

6) Financial Reporting.

Annually, the Union will provide an explanation of the 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.

7) Indemnification.

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Agreement.

8) 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, 475 U.S. 292.

## **SECTION 6. MEDIA RELATIONS**

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

## **SECTION 7. SALARY AND COMPENSATION**

A. The base wage rate for an H-1 shall be five percent (5%) below the base wage rate for an H-3, Level 3.

B. Payroll Corrections

In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

1. No Check on Pay Day for the Pay Period  
Highest Priority, full check to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon, but before 4 p.m., the check will be issued no later than noon on the following day.
2. Check on Pay Day is 10% or More Short of Total Due for Pay Period  
Second Priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.
3. Check on Pay Day is Less Than 10% Short of Total Due for Pay Period  
Third Priority, correcting payment to be issued as quickly as possible with the goal of ten (10) working days of report to payroll.

C. Recovery of Overpayment

Should recovery of overpayment of salary or wages be necessary, the Controller's PPSD will make every attempt to minimize the hardship for the employee.

The schedule of recovery of any overpayment shall be made by mutual agreement between the City and the employee. In the absence of a mutual agreement, the City may recover no more than 20% of the total amount in any one biweekly paycheck.

D. Effective July 1, 2007, a one-time adjustment of one percent (1%) shall be included in the base pay of all employees in the bargaining unit, reflecting Section 19(F) of the 2003-2005 MOU.

**All base wage calculations shall be rounded to the nearest whole dollar, bi-weekly salary.**

## SECTION 8. RETIREMENT

A. Employees shall pay their own employee retirement contributions in an amount equal to 7.0% (old plan) or 7.5% (new plan) of covered gross salary. The parties

acknowledge that said contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).

- A.a. Notwithstanding paragraph A above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by 4%\_for the period October 1, 2011 through June 30, 2012 and by 3% for the period July 1, 2012 through June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.
- A.b. In the event that any of the circumstances set forth below in subsections (1) or (2) occur during any of the economic concession periods set forth in section A.c, any parity salary deferrals and increased pension contributions described in section A.a. shall terminate at the close of business on the last day of the applicable economic concession period during which said circumstance occurs, and no subsequent parity salary deferrals or increased pension contributions shall become effective during the term of this Agreement:
- (1) a violation of Administrative Code section 2A.97 (Proposition F, which requires the Fire Department to fully maintain, staff and operate neighborhood firehouses and emergency apparatus) as adopted on November 8, 2005;
  - (2) a City Charter amendment (other than a retirement benefits ballot measure adopted by the voters in the November 2011 election) or a State ballot measure or State legislation is implemented by the City during any economic concession period set forth in section A.c, resulting in any reduction in represented employee wages or fringe benefits; In such event, the parties will thereafter meet and confer in good faith regarding the impact of any such Charter amendment, State ballot measure or State legislation, pursuant to Government Code section 3505 and Charter section A8.590 et seq.
- A.c. Economic concession periods are as follows:
- (3) October 1, 2011 to December 23, 2011.
  - (4) December 24, 2011 to June 30, 2012.
  - (5) July 1, 2012 to December 21, 2012.
  - (6) December 22, 2012 to June 30, 2013.
- B. Any member may purchase the time worked prior to the permanent date by paying the contributions which would have been made at the full rate of interest through the date of payment according to the procedures of the San Francisco Retirement Board and applicable law.

- C. **Payments Upon Retirement.** The City shall include the Rescue Premium in vacation, compensatory time off, and pilot wellness lump sum payouts due after retirement. With regard to vested sick leave, to the extent that Civil Service Commission Rules now or in the future do not include the Rescue Premium in the calculation of post-retirement vested sick leave payouts, members shall receive a supplemental payment, which, when combined with their vested sick leave payment, will be equivalent to the amount they would have received if Rescue Premium had been included in the calculation of vested sick leave.

The City shall make its best efforts to pay all accrued vested sick leave, pilot wellness pay, compensatory time (time coming) and vacation within thirty (30) days of the effective date of the employee's retirement.

- D. Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the wage increase deferrals or the parity salary deferrals of the Memorandum of Understanding between the City and County of San Francisco and San Francisco Firefighters, Local 798 for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable wage increase deferrals and the pensionable parity salary deferrals for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only wages deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.
- E. For Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

## **SECTION 9. HOURS**

- A. **Regular Work Schedule**

A regular workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A regular workweek is a tour of duty of five (5) consecutive worked days within a seven (7) day period.

- B. **Flexible Work Schedule**

All classifications of employees having a normal workday may, with the appointing authority's permission, voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:

The employee must work five (5) days a week and forty (40) hours per week.

The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Week" as defined in Paragraph A above.

C. Alternate Work Schedule

By mutual agreement the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include a full-time work week of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Week" as defined in Paragraph A above.

D. Meal Periods

Due to the fact that H-1s assigned to respond to emergency calls are expected to be available to respond at all times during their shifts, these employees shall be compensated for their entire shift.

**SECTION 10. OVERTIME COMPENSATION**

- A. Overtime shall be defined as hours worked in excess of the normal hours as set forth in Section 9. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked. For the purposes of this section, jury duty and statutory holidays shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
- B. Any time worked under proper authorization or suffered to be worked by a member in excess of normal work hours on a regular work day or week shall be designated as overtime and shall be compensated at one and one-half (1.5) times the base hourly rate.
- C. In addition, when the Chief of the Department requires a member to return to work at a time other than the member's regularly scheduled shift, such mandatory work time shall be compensated as overtime.
- D. The method of implementing overtime among H-1s shall be in accordance with a

procedure developed by the Fire Department and the Union.

E. Call-Back

Employees called back or called in to their work locations shall be granted a minimum three (3) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.

**SECTION 11. COMPENSATORY TIME ("TIME COMING")**

A. Members may request to earn compensatory time off in lieu of paid overtime, subject to the approval of the Chief of the Department. The maximum amount of accumulated compensatory time ("Time Coming") shall be 240 hours.

B. Once a bargaining unit member reaches this maximum, the member can only be paid in cash for all work for which he/she would otherwise be eligible and approved to earn compensatory time.

C. Emergency Time Coming

Emergency use of time-coming may be granted to H-1s by the Chief of EMS or designee. H-1s shall request such use through their immediate supervisor.

During regular office hours, the granting officer shall verify with the Bureau of Assignments that the member has sufficient time accumulated to satisfy the request. If emergency compensatory time is requested and granted after normal Bureau of Assignments office hours, the granting Chief Officer shall verify and report the requesting member's time-coming balance by contacting the Bureau of Assignment (between 0700 and 0800 hours) prior to the completion of the Tour of Duty.

Form 418.2 shall be completed and signed by the granting officer, and submitted through channels to the Bureau of Assignments immediately after verification.

D. Transfer of time-coming will only be allowed between members of the same rank or from a member of a higher rank to a member of a lower rank.

**SECTION 12. SENIORITY and SHIFT BIDDING**

A. For any paramedic remaining in class 2532 who is appointed to the H-1 Fire Rescue Paramedic rank, upon appointment the City shall credit any sick, vacation, or other credited hour balances.

- B. Departmental seniority shall be determined by the combined continuous service in the DPH Paramedic Division and in the Fire Department.
- C. Seniority in the H-1 rank shall be identical with that of the DPH Paramedic Division sign up roster for all persons appointed to the H-1 rank on the designated dates.
- D. Continuous service shall be broken only by resignation from the Fire Department, discharge or retirement. This section is not intended to change the current rules of the San Francisco Fire Department regarding the rules of seniority.
- E. No provision of this Agreement should be interpreted as a modification of Citywide seniority.
- F. The Fire Department shall maintain and post semi-annually a current Seniority list.

### **SECTION 13. VACATION LEAVE**

- A. Vacation leave shall be provided as set forth in Charter Section A8.440.
- B. The vacation selection procedure shall continue to be by seniority on the basis of rank.
- C. The department shall make its best efforts to approve vacation requests and publish the vacation list by October 15 of each year for the subsequent year.
- D. Second Request Vacation. After the release of the vacation awards, the annual second request vacations will open. Second request vacations will be processed and granted on a seniority basis. Second request vacations will be processed after the initial vacation bid, when every member will know what they were granted in the first bid.
- E. Intermittent Daily Vacation (IDV) Hours. Bargaining unit members who during the annual vacation sign-up do not schedule the entire vacation or all of their floating holidays and holiday in lieu hours which they have, or will have, earned and accumulated may request to take such unscheduled vacation hours off from work during the year as IDV hours, subject to the following conditions:
  - i) An IDV is 10 hours;
  - ii) If you are entitled to an 80-hour vacation, you are allowed up to 4 IDVs;
  - iii) If you are entitled to an 120-hour vacation, you are allowed up to 6 IDVs;
  - iv) If you are entitled to an 160-hour vacation, you are allowed up to 8 IDVs.

Requests for IDV hours shall be forwarded after the release of the annual vacation schedule for the next calendar year. The department shall make its best efforts to

ensure that requests received on or before November 15 will be granted or denied by December 15. Requests for IDV hours shall be granted on the basis of seniority in rank. Requests for IDV hours received after November 15 will be granted or denied in the order in which they are received. IDVs/TC denied on this seniority bid will automatically be changed to “pending” and be reprocessed on the first run of the first-come-first-served basis.

- F. All bargaining unit members shall be entitled to use their compensatory time upon reasonable notice provided that such time off is not unduly disruptive to the operations of the department.
- G. No request for the use of compensatory time shall be denied on the basis that such use of compensatory time will require the hiring of a replacement on overtime.
- H. Floating holidays and holiday in lieu days which a member has, or will have, earned and accumulated, shall be scheduled during the initial vacation bid and shall be in addition to a members vacation balance limit.

#### **SECTION 14. HOLIDAYS**

- A. The following Holidays are those which shall be recognized and observed:
  - New Year’s Day
  - Martin Luther King’s Birthday
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veteran’s Day
  - Thanksgiving Day
  - Day after Thanksgiving Day (replaces Admissions Day)
  - Christmas Day
  - Any day declared to be a holiday by proclamation of the Mayor after declared by the Governor of the State of California or the President of the United States.
- B. Floating Holidays: Members shall receive four (4) Floating Holidays, 32 hours per fiscal year, to be taken with the approval of the Chief. (Members who are unable to take a floating holiday due to disability during the fiscal year may convert the floating holiday at straight time to comp-time or time-coming). Floating holidays received in one fiscal year, but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays



received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

- C. Compensation for working on any of the specified holidays in Section A above shall be made on the basis of time and one-half.
- D. Employees assigned to seven (7) day operations shall be allowed another day off, if a holiday as specified in this section falls on one of their regularly scheduled days off.
- E. The aforesaid payouts for floating holidays shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percent of salary.
- F. Holiday Premium: Effective July 1, 2008, employees in the field shall be paid a holiday premium, excluding overtime compensation and premiums, as holiday compensation for the holidays specified in A. Upon declaration by the Mayor of any holiday in addition to those specified in A, employees in the field shall be paid an additional holiday premium which will be calculated on a proportional basis by the Controller's office.

Employees in the field who utilize sick pay on the shift commencing on the day before, the shift commencing on the day of, or the shift commencing on the day after a specified holiday shall not receive the holiday premium for two pay periods. For the Thanksgiving holidays, a single continuous usage of sick pay by an employee during any or all of the shifts commencing on the day before Thanksgiving Day, Thanksgiving Day, the Day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that employee not receiving the holiday premium for the two subsequent pay periods.

The holiday premium for employees who are members of the Retirement System under Charter section A8.598 ("New Plan" or "Tier II") shall be set at the following rates on the corresponding dates:

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

Notwithstanding the above, employees who are members of the Retirement System under Charter sections A8.585 and A8.596 ("Old Plan" or "Tier I") shall

be paid a seven percent (7%) holiday premium.

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

#### **SECTION 15. SHIFT EXCHANGE**

- A. An H-1 may exchange his or her watch with another H-1 in accordance with the Fire Department Rules and Regulations, provided the exchange results in no net increase in cost to the City.

#### **SECTION 16. ASSIGNMENTS AND TRANSFERS**

- A. Assignments and transfers shall be made pursuant to the provisions of Article No. 39, Rule 3953 of the Rules and Regulations of the Fire Department.
- B. Before taking an ambulance out of service, an H-1 without a partner may be assigned to an ambulance with an H-3, level I or II, when such partnering is in the interest of the operational needs of the Department and not in conflict with work schedules, subject to the approval of the Chief of the Department.
- C. Vacant tour assignments shall be awarded by seniority on an annual basis or per mutual agreement between the union and the department.

#### **SECTION 17. WORKING OUT OF CLASSIFICATION**

- A. Members assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave) if all of the following conditions are met:
  - 1) The position to which the member is assigned must be an authorized budgeted position.
  - 2) The member is assigned to perform the duties of the higher rank for longer than ten (10) consecutive working days.
  - 3) If disabled while working at a higher classification as described above, the member shall receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability.
- B. If these conditions are met, the Chief or his/her designee shall authorize in writing

the acting assignment and shall forward the Acting Assignment Pay Forms to the appropriate City and County Department for approval and processing. Acting Assignment Pay shall be retroactive to the first day of the assignment. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

- C. Daily acting assignments offered to an H-1 shall be made according to the member based on his/her seniority in the H-1 rank. Employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall be paid at the rate of that rank while assigned. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Daily acting assignments shall be made according to an employee's seniority at the applicable lower permanent civil service rank absent an active promotional list.

## **SECTION 18. PREMIUM PAY**

- A. Preceptor Pay. Employees designated as Preceptor or Field Training Officer (FTO) shall receive a premium of eight percent (8%) when actually performing in that capacity.

Consistent with Departmental rules and regulations, for courses required to qualify as a preceptor, the Department either:

- a) will provide training opportunities, or
  - b) will reimburse fees for those courses, subject to advance approval of the Chief of the Department.
- B. Bilingual Premium – All employees who translate or interpret as part of their work shall have their positions designated as “bilingual.” Employees who are assigned to a “designated bilingual position” for a minimum of ten (10) hours within a biweekly pay period shall be granted additional compensation of fifty (\$50.00) biweekly. A “designated bilingual position” is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.
- C. H-1's shall be paid a 6% Rescue Premium per bi-weekly pay period. The Rescue Premium shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement. The Rescue Premium shall be considered as part of an employee's salary for purposes of computing retirement benefits and retirement contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to the H-1 Fire Rescue Paramedic.

- D. Paramedic Cross Training Program – H-1’s shall earn a 5% paramedic cross training premium while participating in the H-3 cross training program. Payment shall only be made upon successful completion of the training program.
- E. Court Duty Compensation and Jury Duty – Any H-1 required to appear in court to give testimony directly related to the performance of his/her job duties outside his/her normal working hours shall be compensated for such time in accordance with the compensation provisions of this MOU.
- F. Covered employees who have completed twenty-three (23) years or more of service as a 2532 Paramedic, 2526 Ambulance Driver, 2528 Ambulance Steward, 2534 Paramedic Supervisor and/or San Francisco Fire Department Paramedic shall receive 2% retention pay. Effective June 30, 2008, employees who have completed twenty-six (26) years or more of service in the above classifications shall receive an additional two percent (2%) for a total of four percent (4%). Retention Pay shall be considered as part of an employee’s regular rate of pay for the purpose of computing overtime pay due under this Agreement. Retention Pay shall be considered as part of an employee’s salary for purposes of computing retirement benefits and retirement contributions. Further, it is the parties’ understanding that this benefit is part of the salary attached to the H-1 Fire Rescue Paramedic who have completed the required years of service covered by this agreement. Retention pay that was being paid to a member at the time the member became disabled shall be included in the member’s disability benefits.
- G. There shall be no pyramiding of premiums.
- H. Premium payments provided in this section shall be considered as part of an employee’s regular rate of pay for the purpose of computing overtime pay due under this agreement to the extent required by the Fair Labor Standards Act, but shall not be considered, except for the Rescue Premium and Retention Pay, as part of an employee’s salary for the purpose of computing straight time earnings or premium pay and shall not be included in the calculation of retirement benefits or any other benefit which is a function of or percentage of salary.

**SECTION 19. COURT APPEARANCE PAY**

- A. Court appearance time for court or administrative hearings commences with the earliest time that the employee is compelled to report for that day. Court appearance time includes time for court preparation and conferences on the same day as the court appearance(s).
- B. Employees appearing on a regularly scheduled day off for court or administrative hearings where the City or Department is a party shall receive a minimum of three

(3) hours of court appearance pay at his/her regular rate of pay at the appropriate straight-time or overtime rate for each day involving one or more court appearances. If court appearance time exceeds three (3) hours, employees shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

- C. Employees appearing less than one hour prior to the beginning of their scheduled shift for court or administrative hearings where the City or Department is a party shall receive one (1) hour of court appearance pay. Employees appearing for such hearings more than one (1) but less than two (2) hours prior to the beginning of their scheduled shift shall receive two hours of court appearance pay. Employees appearing for such hearings more than two (2) hours but less than three (3) hours prior to the beginning of their scheduled shift shall receive three (3) hours of court appearance pay. Employees appearing for such hearings more than three (3) hours prior to the beginning of their scheduled shift shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.
- D. No court appearance pay will be allowed for an employee's meal period.
- E. Employees on sick leave with pay or disability leave who appear for court or administrative hearings are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.
- F. Employees on suspension who are subpoenaed and appear for court or administrative hearings are entitled to compensation at their regular rate of pay.
- G. Compensation requests for court appearances in which neither the City nor the Department is a party shall be processed, reviewed, and certified by the Department. These requests must be sent to the Department along with a copy of the subpoena and the record of court appearance approved by the requesting employee's supervisor. Such employees shall receive one half-hour of court appearance pay for each half-hour or fraction thereof of court appearance time.

## **SECTION 20. SICK LEAVE PAY**

- A. Members shall accrue thirteen (13) (104 hours) sick days per year.
- B. Any vested sick pay will be used last.
- C. Wellness Program

The City shall continue the pilot "wellness incentive program" to promote workforce attendance for the term of this Agreement.

Any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

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

Example of Calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

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

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

50% x 500 hours = 250 hours.

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

The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1,040) hours, including any vested sick leave.

A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

The beneficiaries of an employee who has been recognized by the Fire Commission as having died in the line of duty shall receive payments provided by the wellness incentive program.

The Pilot "wellness incentive program" shall sunset at 11:59 PM on June 30, 2018.

**D. Sick Leave Ordinance**

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

**SECTION 21. FAMILY CARE AND MATERNITY/PATERNITY LEAVE**

- A. In accordance with current Civil Service Commission Rules, maternity/ paternity leave is the right of every member.

- B. The starting date for maternity leave is a decision of the member and her doctor.
- C. The return date from maternity leave is a decision of the member and her doctor.
- D. The member has the right to include vacation time, sick leave and/or any other accrued leave in maternity leave (sick leave) and/or child care leave.
- E. All bargaining unit members who have one or more years of continuous service in the San Francisco Fire Department shall be granted up to one year of unpaid family care leave for the following reasons:
  - 1) The birth of a biological child of the employee;
  - 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker.
  - 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
  - 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

Bargaining unit members shall also be entitled to use accrued vacation time, and/or any other accrued leave for family care leave.

The City shall continue to provide health and dental care benefits for employees and their dependents while employees are absent from work on unpaid family care leave as provided in this section.

- F. When a female member returns to work from maternity leave, she will be reinstated in her original assignment if possible, otherwise to a comparable assignment, provided, however, that a female member returning to work from maternity leave may elect to work for a period of up to six (6) weeks in a modified duty assignment as determined to be appropriate by the Department Physician before being reinstated to her original assignment or a comparable assignment.

- G. A member shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
- H. In addition, a member who is a parent or who has child rearing responsibilities (including domestic partners, but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not to exceed eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, provided that the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

## **SECTION 22. SAFETY AND HEALTH**

- A. The City acknowledges its responsibilities to provide safe and healthy work environments for City employees. Every employee has the right to safe and healthy working conditions. The Department shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, helmets, hoods, gloves, protective clothing, hearing protectors, and personal alarm devices. The Department shall make available ballistic vests and protective eye wear to on duty H-1's. Additional safety items shall be provided subject to the approval of the Chief of the Department.
- B. The Department shall provide all H-1s with training in health and safety in accordance with state and local regulations.
- C. The Department shall maintain a communications system that ensures direct contact of ambulances with each other and with the dispatch center. The Department intends to implement a communications system that will establish direct contact between all field units and with the dispatch center.
- D. The Department further agrees that at the option of the paramedic, screenings and immunizations shall be provided for 1) hepatitis B and C; 2) tetanus-diphtheria; 3) rubella; 4) measles; 5) polio; 6) influenza; 7) tuberculosis. In the event an employee has a health plan made available through the City, and such plan provides for immunizations at no cost to the employee, such plan may be utilized to fulfill the provisions of this paragraph. The City shall provide, at its cost, Hepatitis B vaccine immunization and Hepatitis C screening for members whose health plans do not provide these benefits. Medical treatments and immunizations shall also be provided for any other diseases as recommended by the Department Physician and approved by the Chief of the Department. In the event the current kidney and bladder screening program is discontinued, the City shall notify the Union in advance and meet and confer over the impact.



- E. Voluntary prostate cancer screening:  
The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary prostate cancer screening, using the current industry standard screening procedure for the detection of prostate cancer to all male bargaining unit members who are over 40 years of age. Confidentiality of all medical information shall be maintained.
- F. Voluntary breast cancer screening:  
The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary breast cancer screening, using the current industry standard screening procedure for the detection of breast cancer to all female bargaining unit members over 35 years of age at no cost to the member. Confidentiality of all medical information shall be maintained.
- G. H-3 Cross-Training:  
H1 paramedics who are interested in cross-training as H3 firefighter paramedics may submit a written request to the Chief of Department. H1 paramedics must successfully complete the physical agility test and medical exam to be considered for cross-training. The Chief of Department may approve requests for cross-training subject to operational needs and fiscal constraints.
- H. 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.
- I. The City shall pay for all applicable Relicensure or any other fees required to maintain a California State Paramedic license.
- J. The Department shall provide sharp safety devices, including safety syringes, on all H-1 ambulances consistent with state and local regulations.
- K. Consistent with applicable law, the City shall maintain confidentiality of all medical records and other medical information concerning members.
- L. In the event an employee's paramedic license has been suspended, and provided the Department has not initiated discipline against the employee, he/she shall be allowed to utilize accrued vacation, compensatory time, floating holidays and/or unpaid leave for the period of the license suspension, up to a maximum of one

calendar year.

- M. The City shall use its best efforts to restore utilities (electricity, gas, water, and heat) at work sites to full service within forty-eight (48) hours of any interruption in such service.
- N. The City shall use its best efforts to provide drinking water at all working fires and major medical events. The department shall meet or exceed the EMSA requirements to provide drinking water on the ambulances.
- O. The City shall use its best efforts to allocate \$2,000 per fiscal year for the purchase of physical fitness equipment for the station and other work sites, including headquarters, where employees are assigned. This is not intended to require duplicate expenditures by the City if the equipment is purchased or provided at a work site where employees are assigned per the provisions of any other collective bargaining agreement.

### **SECTION 23. UNIFORMS**

- A. All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the employer. The employees shall maintain their uniforms in serviceable condition.
- B. Uniforms shall be issued on a repair or replace basis. Paramedic uniform specifications may be reviewed annually and changed if necessary when the uniform contract is updated.
- C. All other applicable uniform items including safety boots, belts, jackets, rain gear, and utility belts and, as approved by the Chief of Department, other applicable items deemed necessary by the Department, will be supplied by the Department on a repair or replace basis.
- D. Subject to approval of the Chief of the Department, any equipment or uniform item soiled with hazardous materials or biological agents the Department shall either clean or replace such uniforms or equipment in a timely manner.
- E. Upon notification that an item of an employee's uniform or safety equipment is in need of replacement, the City shall replace that item by the beginning of the member's next scheduled duty shift, unless a special order has to be placed for a custom size. Members shall maintain their uniforms in serviceable condition.
- F. The H-1 Labor Management Committee shall work with the clothing depot to develop and test a more appropriate paramedic uniform that is not made of wool and is easily laundered.

- G. Paramedic uniforms shall meet or exceed the State of California Minimum Standards for Personal Protective Equipment for Ambulance Personnel (June 2005 guidelines) and the 1999 NFPA EMS Standard (current edition).

**SECTION 24. EMPLOYEE ASSISTANCE PROGRAM**

The City shall make available to H-1's the current Stress Program which is available for Fire Department personnel and the City's Employee Assistance Program. H-1's shall continue to be provided access to the current Critical Incident Stress Debriefing Team, unless the parties agree to an alternative program.

**SECTION 25. STAFFING**

- A. Deployment of personnel shall be at the discretion of the Chief of Department.
- B. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue. Upon request of the Union, if there is a reduction in the workforce that impacts working conditions, the City agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.

C. Layoffs

Neither the Fire Department nor the Department of Human Resources will propose or initiate the abolishment of the H-1 Fire Rescue Paramedic classification as long as there is a currently employed permanent incumbent in this classification. Nor shall the Fire Department or the Department of Human Resources initiate any actions that shall result in the layoff of permanent members in the H-1 Fire Rescue Paramedic classification.

- 1) 30-Day Minimum Notice. Any employee whose position is to be eliminated due to a lack of funds shall be notified, in writing, with as much advance notice as possible, but not less than thirty (30) days prior to the effective date of the layoff. The Union shall also receive copies of any layoff notice.
- 2) Request to Meet and Confer. Prior to any layoff, the City shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified in paragraph D1, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.
- 3) Inverse Seniority. Layoff of employees shall be by inverse order of seniority in a classification.

- 4) Severance Pay Option. A permanent employee who is given notice of layoff shall be provided an option to receive severance pay in exchange for the written release of any Civil Service holdover rights that the employee may have upon his/her layoff. Employees shall receive one (1) week of severance pay for each year of permanent service, contingent upon complete separation from City service. Election of this option shall be irrevocable.

D. Emergency Recall

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

**SECTION 26. HEALTH AND DENTAL INSURANCE**

A. Employee Health Coverage: Except as provided below, the City shall contribute annually for employee health benefits, the contribution required under the Charter.

- 1) “Medically Single Employees” (Employees with no dependents enrolled in the Health Service System): Except as provided below, the City shall contribute the total amount for the employees’ own health care premium coverage.

B. Dependent Health Coverage: Except as provided below, the City shall contribute up to \$225.00 per month towards member’s dependent (including domestic partners) health coverage. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium coverage for the employee plus two or more dependents category.

C. Health Coverage Effective January 1, 2016

1. Effective January 1, 2016, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

Employees Only:

For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three

percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

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

Employees Plus Two or More:

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

2. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage- Based Contribution Model.
3. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model as a substitute.
4. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the

remaining two plans shall not be affected.

5. Upon implementation of new contribution rates effective on January 1, 2015, section C shall supersede sections A. and B., and those sections will no longer be effective.
- D. The aforesaid contributions shall be paid to the City Health Services System, and shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
- E. Dental Coverage: The City shall continue to provide dental benefits at the existing level.
- F. Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
- G. For informational purposes only, in accordance with the Charter and Health Services Systems rules and procedures, members shall be permitted to choose which available City plan they wish to participate in during the Health Service System open enrollment period.
- H. The kinds of benefits made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.
- I. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

## **SECTION 27. RULES AND REGULATIONS**

The Union agrees that its members shall be subject to all Fire Department Rules and Regulations, all General Orders of the Fire Department and all applicable Civil Services Rules, including those relating to conduct and work performance. The parties agree that this section does not alter the parties' respective positions on the application of Charter

Section A8.590-1 et seq. to disputes over changes to Civil Service Rules or changes to employment practices within the scope of those Rules. The above subject matters are not subject to the grievance procedure contained in this MOU.

**SECTION 28. AMERICANS WITH DISABILITIES ACT**

The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the American's with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner which is consistent with said such statutes. The City reserves the right to take any action necessary to comply therewith.

**SECTION 29. TEMPORARY MODIFIED DUTY ASSIGNMENTS**

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. A member placed in a temporary modified duty assignment shall receive compensation at his/her normal compensation including applicable Rescue Premium as provided in Section 19 and Retention Pay as provided in Section 19 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.
- F. 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.
- G. 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.
- H. 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.

- I. This section shall not be subject to the grievance or arbitration procedures of this Agreement except for an allegation that this section has been administered in an arbitrary manner.

**SECTION 30. EMPLOYEE TRAINING REIMBURSEMENT PROGRAM**

- A. The Department shall establish and maintain a two thousand dollars (\$2,000.00) fund for the purposes of an employee training reimbursement program for tuition reimbursement of up to \$300 per member during each fiscal year subject to the policies and procedures of the Department of Human Resources or as otherwise established by the labor management committee. Any unused funds shall be carried forward to the next fiscal year.
- B. At the discretion of the Chief of the Department, the Chief may provide non-mandatory courses and training that may further career development of members. Unless otherwise determined by the Chief, members choosing to participate in these non-mandatory courses or training do so at their own expense and without compensation.

**SECTION 31. NOTICE OF CHARGES**

All members of the bargaining unit shall be notified by the Department within a reasonable time of the Department's receipt of any charge or complaint against said member. A reasonable time shall be defined as approximately 30 days. A member shall be notified within a reasonable time after any such investigation or disciplinary process has been concluded.

**SECTION 32. PERSONNEL FILES**

- A. The Department shall maintain one official Personnel File for each member.
- B. Represented employees, or their representatives with written authorization, have the right to examine the contents of their master Personnel File, maintained by the Deputy Chief, Administration, during business hours, Monday through Friday (excluding legal holidays). No one else may review a member's Personnel File without the express authorization of the Deputy Chief, Administration.
- C. Adverse documents may not be placed in an employee's Personnel File without the

Deputy Chief, Administration, or his/her designee, providing the employee an opportunity to review and sign, and a notation has been made on the document of the date and time when the member was so informed.

- D. Members may cause to be placed in their master Personnel File responses to adverse material and corresponding documents related to such material or to pertinent areas of job performance (in an amount deemed reasonable by the Deputy Chief, Administration). Members may also request to be placed in their official personnel file a reasonable amount of correspondence as determined by the Deputy Chief, Administration or designee originating from other sources directly related to their job performance.
- E. Formal reprimands without further penalty more than one (1) years 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 master personnel file and 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.
- F. Any adverse material contained in a member's Company supervisor's working files, or in the working files of any Paramedic Captain shall be expunged on the occasion of the member's annual Employee Evaluation or after one year, whichever comes later.
- G. 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 33. GRIEVANCE PROCEDURE**

- A. Notwithstanding a person's "Skelly" (due process) or "Weingarten" (representation) rights, disciplinary actions are not grievable (Charter- Section A8.343). The final arbitrator of disciplinary issues shall be the Fire Commission. Grievances involving an alleged violation of a member's Weingarten (Representation) or Skelly (due process) procedural rights shall be limited to a claimed violation of the Department's disciplinary rules and regulations and shall not apply to the merits and/or basis of any disciplinary action(s) imposed pursuant to Charter section A8.343. Grievances are disputes regarding the application of this Agreement, including the arbitrability thereof. Grievances shall be filed in a

timely manner: within thirty (30) days of recognition of an event or situation or within one hundred twenty (120) days in cases of alleged sexual harassment. Excepting matters set forth in Charter Section A8.590-5(g)(3) and questions concerning the arbitrability of such matters grievances shall be settled in the following manner:

Step I. Where a member of the bargaining unit initiates the grievance, the member shall, in the presence of a representative of the Union, submit the grievance in writing to the member's immediate supervisor. The supervisor shall attempt to resolve the grievance at the time and shall render a written decision within fifteen (15) calendar days.

Step II. If a grievance initiated by either a member of the bargaining unit or the Union is not settled at step I, the grievance shall be submitted to the Chief of Department who shall render a written non-binding decision or schedule a meeting with the grievant and a representative of the Union within fifteen (15) calendar days after the receipt of the grievance. In the event a meeting is held the grievant and the Union shall be notified in writing of the decision of the Chief of Department within fifteen (15) calendar days thereafter.

Step III. If the grievance is not settled at Step II, the grievance, and all relevant materials, shall be submitted to the Director, Employee Relations. The Director, Employee Relations shall have fifteen (15) calendar days after receipt of the grievance, to review and seek resolution. If the Director, Employee Relations is unable to informally resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the grievance may, at the request of either the Union or the City be submitted to arbitration upon notice to the Chief of Department and the Director, Employee Relations within thirty (30) calendar days after receipt of the Director's, Employee Relations, decision.

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 State 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 striking names from such a list until only one (1) name remains. The first party to strike a name shall be determined by lot. If the selected Arbitrator is unable to schedule a hearing within 90 days or if no name is thus obtained which is mutually agreeable, then the parties shall obtain a new list from the State Conciliation Service and start over. The Arbitrator selected by striking names from the new list shall hear the grievance. The decision of the arbitrator will be final and binding upon both parties. The hearing shall be conducted in accordance with the 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.

- B. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.
- C. 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.
- D. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission Rules, the Administrative Code or a Federal Consent Decree. Any decision or award shall be invalid if it conflicts with any of said provisions and those provisions shall prevail.
- E. 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.
- F. The parties shall share the jointly-incurred costs of the arbitration proceedings. Transcript costs shall be paid separately by the party requesting a transcript. If the parties mutually request, and the arbitrator consents, a court reporter may not be required.
- G. 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.
- H. Time limits may only be extended by mutual agreement, prior to each deadline. Any such agreement shall be confirmed in writing, designating which party has initiated the extension. Failure by the employee or the Union to follow the time limits, unless mutually extended shall cause the grievance to be withdrawn. Failure of the City to observe the time limits, unless mutually extended shall serve to move the grievance to the next step. Any deadline date under this procedure which falls on a Saturday, Sunday or Legal Holiday shall be continued to the next business day.

#### **SECTION 34. NO WORK STOPPAGES**

It is mutually agreed and understood that during the period this Agreement is in force and

effect, the Union and its members will not authorize or engage in any strike, as defined by Charter Section A8.346 (A), slowdown, or work stoppage against the City and County of San Francisco.

**SECTION 35. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING**

- A. Mandatory physical examinations shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. A mandatory physical examination shall be conducted under the following circumstances:
- B. There is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
- C. Prior to promotion from a certified eligible list, or to an exempt position, or to a provisional appointment.
- D. Prior to and upon return from leaves of absence with or without salary in excess of 30 calendar days.
- E. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
- F. Subject to the discretion of the Chief, all H-1s involved in a vehicular accident may be subject to a physical examination.
- G. 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.
- H. 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 attached as Exhibit A. 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.

**SECTION 36. PAPERLESS PAY POLICY**

Effective on a date to be established by the Controller, but not sooner than September 1, 2015, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.

Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksite computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.

In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.

Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the pay card option, or vice versa;
3. Obtain a new pay card for the first time the employee's pay card is lost, stolen or misplaced;

The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

**SECTION 37. NEGOTIATION RESPONSIBILITIES**

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

**SECTION 38. SAVINGS CLAUSE**

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

**SECTION 39. TERM**

This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect through June 30, 2020, ~~2018~~ and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2018, or June 30 of any subsequent year, of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

