MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

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

July 1, 2018 to June 30, 2023

UNIT 2

Revised per Amendment #4

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MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

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

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as the "City") through its designated representatives acting on behalf of the MAYOR, the FIRE COMMISSION and the CHIEF OF DEPARTMENT, and the SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO, (hereinafter referred to as the "Union"), arrived at through good faith negotiations in compliance with the requirements of the Meyers-Milias-Brown Act (California Government Code Sections 3500-3510) and Section A 8.590-1 et seq. of the San Francisco Charter.

SECTION 1. PREAMBLE

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

SECTION 2. RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining representative for all employees in the following uniformed ranks of the San Francisco Fire Department:

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

2.2 The terms and conditions of this Agreement shall be applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.

SECTION 3. NO DISCRIMINATION

3.1 The City and the Union agree that no member shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, union membership or activity, sexual orientation, or gender identity,

nor shall such a person be the subject of sexual or racial harassment, nor discrimination or retaliation on any other basis prohibited by law.

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

SECTION 4. DEFINITIONS

Agreement. This Memorandum of Understanding.

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

City. The City and County of San Francisco.

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

Day. Calendar day, unless otherwise specified.

Department. The San Francisco Fire Department.

Employee. A full-time employee appointed to a position in any of the classifications in this bargaining unit.

Field Personnel. All personnel assigned to 24-hour operations.

Immediate Supervisor. The individual who immediately assigns, reviews, or directs the work of a member.

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

Member. A full-time employee appointed to a position in any of the classifications in this bargaining unit.

MOU. This Memorandum of Understanding.

Ratification. Ratification of this Agreement by the Board of Supervisors of the City and County of San Francisco.

Shift. A twenty-four (24) hour work schedule of two (2) consecutive twelve-hour watches, unless specified otherwise herein.

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

Unit or Unit 2. All full-time employees appointed to the uniformed ranks of the San Francisco Fire Department in the classifications described in Section 2 of this Agreement.

Watch. All watches in firefighting companies and firefighting units shall run from 0800 to 2000 hours or from 2000 to 0800 hours.

Workday. A workday consisting of either eight (8), ten (10), or twelve (12) hours.

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

SECTION 5. UNION BUSINESS

5.1 The City will grant reasonable release time to Union representatives (without loss of pay or benefits) to perform their Union functions at Board and Commission meetings of the City and County of San Francisco, committees established pursuant to this Agreement or the orders of the Department, to negotiate or to undertake activities relating to grievance administration. Union representatives must work a minimum of 2/3 of their regularly scheduled monthly total shifts (e.g., six out of nine watches minimum) to be eligible for release time. No Union representative shall leave his or her duty or work station without specific prior approval of the Chief of the Department or other authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the Union representative is assigned.

5.2 The Union shall furnish the City with an accurate list of Union representatives and designated officers of the Union by July 1 of each year and each quarter thereafter. Employees are not authorized to act as Union Representatives or to receive release time unless they are on the current list.

5.3 A member may designate another member as provided in the Department Rules and Regulations to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits to the extent such representation occurs on regular scheduled time (i.e., not on a Trade Work or Mandatory Overtime day), and provided such use of on-duty time is reasonable.

5.4 The City agrees to provide the Union President with release time in the amount of fifty percent (50%) of the Union President's regular schedule, which shall be the only release time provided by the City for the President. The Union President must work a minimum of two of his/her nine regularly scheduled monthly total shifts to be eligible for release time, and will make his or her best efforts to work an average of 4.5 shifts per month.

5.5 While on release time, the Union President will utilize accrued leave, as appropriate, for

any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.

5.6 During the City-paid portion of release time, the Union President shall engage only in activities related to representation of members.

5.7 The Union President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The Union President shall provide documentation to the Chief certifying that during each pay period, the Union President used the hours of City-paid portion of release time only for authorized purposes. The Union President shall provide this certification at the conclusion of each pay period.

5.8 It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the Union, the Union President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and the departmental Statement of Incompatible Activities. The Union President will sign a statement to that effect at the beginning of the initial period of release time.

5.9 As a precondition to providing this release time, the Union agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the Union President during any period of release time. This agreement will be executed prior to that start of the release time.

5.10 The parties acknowledge that qualified Union officials utilizing unpaid union leave time may be entitled to receive service credit consistent with Charter Section A8.519.

SECTION 6. UNION SECURITY

6.1 Authorization for Deductions

a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section 6 means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.

b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each

employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.

c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.

d. Union rules provide that for employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the thirty (30) day period immediately before the anniversary date on which the employee signed the employee's form. The parties agree that the City has no role, responsibility or decision making authority over the terms of Union membership, including revocation of such membership, or over revocation of an employee's authorization for deductions of Contributions, except to cancel deductions upon notice from the Union as provided in this Section.

e. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.

f. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

g. Except as otherwise provided in this subsection 6.1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.

h. Except as otherwise provided in this subsection 6.1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.

i. With the exception of subsection (f) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

6.2 Indemnification

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

6.3 New Employee Orientation.

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

SECTION 7. MEDIA RELATIONS

7.1 Elected officers or appointed committee chairpersons of the Union shall be allowed to speak or comment to the media while on duty provided they change into civilian clothes

and provided further, that they do not purport to represent the views of the Department. The Chief's office shall be informed in advance, whenever possible, of such contact with the media. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.

7.2 The Department agrees to use reasonable efforts to develop a social media policy by October 1, 2018.

SECTION 8. BULLETIN BOARDS, DISTRIBUTION OF MATERIALS, AND ANNOUNCEMENTS

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

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

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

SECTION 9. SALARY

9.1 Employees shall receive the following base wage increases:

July 1, 2018 3%
July 1, 2019 3%

The City and the Union had previously negotiated the following:

1. Effective July 1, 2020, represented employees will receive a base wage increase of 3% unless the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds $200 million, in which case the base wage adjustments of 3% due on July 1, 2020, will be delayed by six (6) months until the pay period including January 1, 2021.

2. The City and the Union, Local 798 agree that subsection (1) above is superseded, and the wage increase of 3% above is deferred and split as follows:

   a. 1% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.

   b. 2% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.

   Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds $200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.

   Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2022-2023 that exceeds $200 million, then the base wage adjustment due on July 1, 2022, will be delayed by approximately six (6) months, to be effective on January 7, 2023.

Parity

The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the Third Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this

bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

9.2 Effective July 1, 2019, the annual base rate of pay for class H42 Assistant Fire Marshal, inclusive of the 3% base wage increase effective July 1, 2019, shall be $211,562. Included in the pay issued on August 20, 2019, active employees acting or appointed in classification H42 Assistant Fire Marshal who were in that classification or acting in that classification during fiscal year 2018-2019 shall receive a one-time lump sum payment calculated by applying the difference between the annual rate they earned in that classification during in fiscal year 2018-2019 (i.e., $193.388) and $205,400 for any compensation earned while appointed to or acting in that classification in fiscal year 2018-2019.

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

Underpayment and Nonpayment of Compensation

9.4 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.

SECTION 10. MUTUAL AID DEPLOYMENTS

10.1 For purposes of this section, "Suppression Personnel" shall consist of all ranks outlined in Section 2.1 of this MOU.

10.2 For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the Fire Department shall compensate its suppression personnel employees portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal shall begin at the time of dispatch for the incident and shall end upon the return to San Francisco when equipment and personnel are in service and available for Fire Department response.

10.3 The City shall compensate such suppression personnel employees in accordance with Section 14 (Overtime) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. The provisions of Section 14 regarding assignment of overtime do not apply to such deployments.

10.4 CalOES mutual aid deployments are governed by General Order 14 A-42, and operation of said general order is not subject to the grievance procedure.

SECTION 11. PARITY

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

11.2 Employees shall defer to July 1, 2012 the entire parity salary increase amounting to 3%, which was scheduled to be effective on July 1, 2011. Such deferral is subject to the terms set forth in section 9.5.

SECTION 12. RETIREMENT

12.1 For the duration of this Agreement, employees shall pay their own employee retirement contributions in accordance with the Charter. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).

12.2 Pre-Retirement Planning Seminar:
The City shall offer a Pre-Retirement Planning Seminar for bargaining unit members on an as-needed basis by mutual agreement but no less than once a year. Bargaining unit members shall be offered the opportunity to attend this seminar in the order of the number of years of service credit they have towards retirement. The Fire Department may offer to schedule other bargaining unit members to attend the seminar when special circumstances warrant such selection. The seminars will be administered by the San Francisco Fire Department Division of Training in consultation with the Union at a location to be mutually agreed to by the parties. Unused funds from the Tuition Reimbursement Program as provided in this Agreement may be used to cover the cost of these seminars.

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

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

12.5 Retirement Restoration Payment

For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:

1% deferred from December 26, 2020 through COB June 30, 2022; and
2% deferred from December 26, 2020 through COB June 30, 2023.

As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 1% and 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.

SECTION 13. HOURS

13.1 For the duration of this Agreement, field personnel shall work a 24-hour shift (two (2) consecutive twelve-hour watches) and a 48.7-hour average work week, and a 31-day tour of duty (i.e. duty cycle). The field 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day. The parties understand that this 31 day tour of duty (i.e. duty cycle) is not the work period for purposes of calculating overtime payable under the Fair Labor Standards Act, 29 U.S.C. Section 207(k).

13.2 Uniformed Administrative personnel shall work a 40-hour work week. Daily work schedules to be set by the Bureau or Division Chief or Chief of Department.

SECTION 14. OVERTIME COMPENSATION

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

14.2 Overtime Provisions For Employees On A 48.7 Hour Average Work Week. Subject to the provisions below, any time actually worked under proper authorization or suffered to be worked in excess of the number of hours normally scheduled and in excess of 106 hours in the 14-day PPSD pay period shall be designated as overtime and shall be compensated at one and one half (1.5) times the base hourly rate, except as otherwise required by the FLSA. Effective July 1, 2022 through close of business June 30, 2023, the requirement that employees must work in excess of 106 hours in the 14-day PPSD pay period to earn one and one half (1.5) overtime is waived.

14.3 Overtime Provisions For Employees On A 40 Hour Average Work Week. Subject to the provisions below, any time actually worked under proper authorization or suffered to be worked in excess of the number of hours normally scheduled shall be designated as

overtime and shall be compensated at one and one half (1.5) times the base hourly rate, except as otherwise required by the FLSA.

14.4 For the purposes of this section, jury duty and statutory holidays shall be counted as hours worked; vacation hours, sick leave, compensatory time and any other paid or unpaid leaves not herein listed shall not be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

14.5 Notwithstanding any other provision of this Agreement, all mandatory, unscheduled hours worked will be compensated at one and one-half (1.5) times the base hourly rate, except as otherwise required by the FLSA.

14.6 The method of assigning overtime shall be in accordance with a procedure developed by the Fire Department and the Union. Said procedure shall provide a fair and equitable method for assigning overtime, so each member of the bargaining unit shall have as equal an opportunity as possible, taking into consideration operational needs, to be scheduled to work overtime.

14.7 Members working a forty (40) hour workweek (i.e., 80 hours biweekly) who accept a suppression overtime assignment shall be compensated at the appropriate suppression hourly rate (i.e., based on the 97.4-hour biweekly rate).

SECTION 15. COMPENSATORY TIME ("TIME COMING")

15.1 Members may request to earn compensatory time off at the rate of time-and-one half in lieu of paid overtime at the rate of time-and-one-half, subject to the approval of the Chief of the Department, except as provided below:

a. Employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.

b. Effective July 1, 2020, the maximum amount of accumulated compensatory time (“time coming”) shall be 200 hours. Once an employee reaches the maximum, the employee can only be compensated monetarily for all work for which he or she would otherwise be eligible and approved to earn compensatory time. After that date, employees may not accumulate a balance of compensatory time in excess of 200 hours, and the City will have the right to cash out accrued compensatory time balances in excess of 200 hours.

c. An employee who is promoted to a higher rank shall have his or her compensatory time balance cashed out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.

d. Effective July 1, 2020, an employee who is promoted to a higher rank shall have his or her compensatory time balance cashed out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 40 hours accrual.

15.2 All bargaining unit members shall be entitled to use their compensatory time upon reasonable notice provided that such time off is not unduly disruptive to the operations of the Department.

15.3 In accordance with 29 U.S.C. 207(o)(5), no request for the use of compensatory time shall be denied on the basis that such use of compensatory time will require the hiring of a replacement on overtime.

15.4 Restrictions on Requests for Non-Emergency Time Coming

a. In order to provide consistent staffing, all time-coming, for employees assigned to 24-hour shifts, will be granted in increments of twelve (12) hours, corresponding to the member's assigned watch. In this way, members who use compensatory time-coming can be replaced and proper staffing levels maintained.

b. Transfer of time-coming will only be allowed between members of the same rank or from a member of a higher rank to a member of a lower rank, subject to the time coming maximum in this Agreement.

15.5 Emergency Time Coming

a. Emergency use of time-coming may be granted to officers and members of fire suppression companies by the on-duty battalion chief or his/her designee. Firefighters shall request such use through their company officer.

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

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

d. Emergency use of time-coming may be granted to non-suppression members by their immediate superior. Verification and report requirements are the same as for members of fire suppression companies.

SECTION 16. STANDBY PAY, CALL BACK AND COURT APPEARANCE PAY

16.1 Standby Pay.

Employees who, as part of the duties of their positions, are assigned in writing by the Chief of the Department or designee, to standby service while off duty to be instantly available shall have a paging device or cell phone made available to use during the period of standby service. Such employees shall be paid an amount equivalent to two (2) hours of their regular rate of pay for each assignment on a regularly scheduled work day, and three (3) hours of their regular rate of pay for each assignment on a regularly scheduled day off.

16.2 Call Back Pay

An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment to perform his/her duties shall be paid a minimum of four (4) hours of pay at his/her regular rate of pay at the appropriate straight-time or overtime rate or shall be paid for all time while engaged in the performance of his/her duties. If an employee on standby is called back to work, call back pay shall be paid in lieu of standby pay.

16.3 Court Appearance Pay

a. Court appearance time for court or administrative hearings commences with the earliest time that the employee is compelled to report for that day. Court appearance time includes time for court preparation and conferences on the same day as the court appearance(s).

b. Employees appearing on a regularly scheduled day off for court or administrative hearings where the City or Department is a party shall receive a minimum of three (3) hours of court appearance pay at his/her regular rate of pay at the appropriate straight-time or overtime rate for each day involving one or more court appearances. If court appearance time exceeds three (3) hours, employees shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

c. Employees appearing less than one hour prior to the beginning of their scheduled shift for court or administrative hearings where the City or Department is a party shall receive one (1) hour of court appearance pay. Employees appearing for such hearings more than one (1) but less than two (2) hours prior to the beginning of their scheduled shift shall receive two hours of court appearance pay. Employees appearing for such hearings more than two (2) hours but less than three (3) hours prior to the beginning of their scheduled shift shall receive three (3) hours of court appearance pay. Employees appearing for such hearings more than three (3) hours

prior to the beginning of their scheduled shift shall receive one hour of court appearance pay for each hour or fraction thereof of court appearance time.

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

e. Employees on sick leave with pay or disability leave who appear for court or administrative hearings or are placed on standby are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.

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

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

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

SECTION 16A. JURY DUTY

16A.1 The Department shall excuse an employee from work to attend jury duty on paid leave, if the employee has provided seven (7) days' advance notice to his/her supervisor of the initial notice to report for possible jury duty, and notifies his/her supervisors promptly upon learning that he/she must report for jury selection or empanelment to jury duty.

16A.2 The Department shall excuse an employee from work for at least a full 12-hour period before the start of the jury duty.

16A.3 Employees must provide written proof of jury service from the Court to verify the employee's actual appearance at jury duty.

SECTION 17. SENIORITY LIST

17.1 The Fire Department shall maintain and post annually a current seniority list by September 1 of each year during the term of this Agreement.

SECTION 18. DEFINITION OF SENIORITY

18.1 Departmental seniority shall be determined by continuous service in the Fire Department calculated from the date of employment in a uniformed rank in the Department. Seniority in rank shall be calculated from date of appointment to the rank. Continuous service shall be broken only by resignation, discharge or retirement. This section is not intended to change the current rules of the San Francisco Fire Department regarding seniority.

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

SECTION 19. ASSIGNMENTS AND TRANSFERS

19.1 Assignments and transfers shall be made as follows:

a. Division Chiefs shall be assigned to their positions by the Chief of Department.

b. Chiefs' Aides shall be assigned from the list of qualified applicants on the basis of seniority within the Fire Department unless, in the reasonable judgment of the Chief of Department, there are compelling reasons for not following seniority.

c. Candidates for permanent membership in the Department shall be temporarily assigned to positions by the Chief of Department for the duration of their probationary period.

d. Battalion Chiefs, company officers, firefighters, EMTs, drivers, and tiller operators who have attained permanent status in the Department shall have, subject to the orders and instructions of the Chief of Department, the privilege of applying for positions to which they are eligible and which have been posted as vacant.

e. All applications for existing vacancies or for transfers from one company or unit to another, including fireboat, rescue squad and airport duty, shall be granted from the list of qualified applicants on the basis of seniority. The qualifications for all positions within the Department shall be determined and established by the Chief of Department and shall be set forth with specificity.

f. All other officers and members not specifically mentioned in the foregoing paragraphs shall be assigned to positions by the Chief of Department.

g. All assignments made by the Chief of Department may be revoked by the Chief of Department and reassignments made for the good of the Department.

h. All vacancies in companies and units shall be advertised in the stations of the Department through the annual vacancy list.

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

19.3 In no case may a person own two positions.

Assignment to the San Francisco International Airport ("SFO")

19.4 In recognition of the time and effort spent to provide appropriate training to members assigned to SFO and consistent with Federal Aviation Administration recommendations, once a member has completed said training, those members who are assigned to SFO as a result of voluntarily signing up shall remain assigned to SFO for a minimum of two years, absent extenuating circumstances.

19.5 Notwithstanding the above, any member assigned to SFO may change assignments before completing two years: (a) in the event the member receives a promotive opportunity; (b) the member was assigned to SFO involuntarily; or (c) due to extenuating circumstances.

SECTION 20. VACATION LEAVE

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

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

20.3 The Department shall make its best efforts to approve vacation requests and publish the vacation list by October 15 of each year for the subsequent year.

Intermittent Daily Vacation Hours

20.4 Bargaining unit members who during the annual vacation sign-up do not schedule the entire vacation which they have, or will have, earned and accumulated may request to take such unscheduled vacation hours off from work during the year as Intermittent Daily Vacation hours, subject to the following conditions:

20.5 Bargaining unit members who have, or will have, earned and accumulated 120 hours of vacation may be granted two (2) or four (4) 12-hour watches of Intermittent Daily Vacation hours annually, which must be taken in blocks of 24 hours at a time, i.e., two 12-hour watches in pairs.

20.6 Bargaining unit members who have, or will have, earned and accumulated 180 hours of vacation may be granted two (2), four (4), or five (5) 12-hour watches of IDV hours. A bargaining unit member who takes five (5) 12-hour watches of IDV hours must take four (4) of those 12-hour watches of IDV hours in blocks of 24 hours at a time, i.e., two 12-hour watches in pairs. The bargaining unit member may combine the remaining 12 hours of vacation with 12 hours of time coming in order to obtain paid leave for an entire twenty-four (24) hour shift.

20.7 Bargaining unit members who have, or will have, earned and accumulated 240 hours of vacation may be granted two (2), four (4), six (6) or eight (8) 12-hour watches of IDV hours that must be taken in blocks of 24 hours at a time, i.e., two 12-hour watches in pairs.

20.8 Requests for IDV hours shall be forwarded after the release of the annual vacation schedule for the next calendar year. The Department shall make its best efforts to ensure that requests received on or before November 15 will be granted or denied by December 15. Requests for IDV hours received by November 15 shall be granted on the basis of seniority in rank. Requests for IDV hours received after November 15 will be granted or denied in the order in which they are received.

SECTION 21. HOLIDAYS

21.1 Non-Suppression Personnel

a. Legal and Floating Holidays

Legal and floating holidays each provide eight (8) hours of paid time off regardless of an employee's work schedule. Employees who work schedules other than the standard five (5) day, forty (40) hours per week schedule shall receive the same allocation of holiday hours as those on the standard schedule.

b. Designation of Holidays

1. Except when normal operations require, or in an emergency, non-suppression personnel shall not be required to work on the following days, which are hereby declared to be holidays for such employees:

- New Year's Day, January 1;
- Martin Luther King, Jr.'s Birthday;
- Presidents' Day, the third Monday in February;
- Memorial Day, the last Monday in May;
- Independence Day, July 4;
- Labor Day, first Monday in September;
- Indigenous Peoples Day and Italian American Heritage Day, the second Monday in October;

- Veteran's Day, November 11;
- Thanksgiving Day;
- The Day After Thanksgiving;
- Christmas Day, December 25;
- Any day declared to be a holiday by proclamation of the Mayor after declared by the Governor of the State of California or the President of the United States.

2. Employees assigned to seven (7) day non-suppression operations shall be allowed another day off, if a holiday as specified in this section falls on one of their regularly scheduled days off.

3. For non-suppression Monday through Friday operations: In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, the Chief of the Department shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the Chief of the Department or designee within the same fiscal year of the date of the holiday.

c. Floating Holidays

1. Non-suppression personnel shall be granted four (4) floating holidays (thirty-two (32) hours) per fiscal year to be taken with approval of the Chief of the Department or designee.

2. Non-suppression personnel with twenty (20) or more years of City Service shall be granted eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year, to be taken with approval of the Chief of the Department or designee.

3. Non-suppression personnel in the bargaining unit who are unable to take floating holidays during an entire fiscal year due to disability may convert his or her floating holiday(s) at straight time to time-coming (compensatory time).

4. Floating holidays received in one fiscal year, but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift.

d. Holiday Pay (Compensation for Work Performed on a Holiday)

Non-suppression personnel who are required to work on any of the above fixed holidays shall be compensated at the rate of time and one half of the regular rate of pay for any hours actually worked on a holiday, subject to the approval of the Chief of the Department or designee.

21.2 Fire Suppression Personnel

a. Twenty-four (24) hour fire suppression personnel shall be paid a holiday premium per pay period, excluding overtime compensation and premiums, as holiday compensation for the holidays specified in Section 21.1(b). Upon declaration by the Mayor of any holiday in addition to those specified in Section 21.1(b), twenty-four (24) hour suppression personnel shall be paid an additional holiday premium which will be calculated on a proportional basis by the Controller's office.

b. Employees who utilize sick pay on a shift commencing either within two calendar days before, on the day of, or within two days after a holiday designated in Section 21.1(b) 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 either within two calendar days before Thanksgiving Day, Thanksgiving Day, the Day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that employee not receiving the holiday premium for the two subsequent pay periods. Employees on disability leave and/or employees working forty (40) hour schedules on a temporary modified duty assignment on any holiday designated in Section 21.1(b) shall not receive the holiday premium for that one pay period.

c. The holiday premium for employees who are members of the Retirement System under Charter section A8.598 ("New Plan" or "Tier II") shall be 6.5%.

Notwithstanding the above, employees who are members of the Retirement System under Charter sections A8.585 and A8.596 ("Old Plan" or "Tier I") shall be paid a seven percent (7%) holiday premium.

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

SECTION 22. STAFFING

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

a. Firefighting Battalions - Each Battalion shall have one (1) Battalion Chief on duty from 0800 to 2000 hours and from 2000 to 0800 hours each day.

b. Firefighting Divisions – Each Firefighting Division shall have one (1) Assistant Chief on duty from 0800 to 2000 hours and from 2000 to 0800 hours each day.

22.2 The Department acknowledges its responsibility to regularly and routinely provide adequate staffing levels to meet fire suppression and emergency medical service needs and for the safety of all members of the Department, as set forth above.

SECTION 23. SHIFT AND WATCH EXCHANGES

23.1 A member of the bargaining unit may exchange his or her scheduled shift or watch with another member in accordance with the Fire Department Rules and Regulations, provided the exchange results in no net increase in cost to the City.

SECTION 24. WORKING OUT OF CLASSIFICATION

24.1 Daily Acting Assignments (Suppression)

Suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall be paid at the rate of that rank while assigned. The provisions of this section shall apply only to positions which are normally scheduled to perform duties on a 24-hour shift schedule. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Daily acting assignments shall be made according to an employee's seniority at the applicable lower permanent civil service rank absent an active promotional list.

24.2 Long Term Acting Assignments (Suppression)

Suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave) if all of the following conditions are met:

(1) The position to which the employee is assigned must be an authorized budgeted position, and

(2) The employee assigned is projected to perform the duties of the higher rank for longer than 30 calendar days.

If these conditions are met, the Chief or his/her designee shall authorize in writing the acting assignment and shall forward the Acting Assignment Pay Forms to the appropriate

City and County Department for approval and processing. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Acting Assignment Pay shall be retroactive to the first day of the assignment. Long Term Acting Assignments shall be made with due regard for seniority.

24.3 Non-Suppression Acting Assignments

Non-suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave) if all of the following conditions are met:

(1) The position to which the employee is assigned must be an authorized budgeted position, and

(2) The employee is assigned to perform the duties of the higher rank for longer than ten (10) consecutive working days.

If these conditions are met, the Chief or his/her designee shall authorize in writing the acting assignment and shall forward the Acting Assignment Pay Forms to the appropriate City and County Department for approval and processing. Acting Assignment Pay shall be retroactive to the first day of the assignment. Long Term Acting Assignments shall be made with due regard for seniority.

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

SECTION 25. TRAINING AND EDUCATION ACHIEVEMENT PAY

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

25.2 Training and Education Pay for employees hired before October 1, 2013 shall be paid as follows:

(1) Members hired before October 1, 2013 who possess one or more of the following shall receive an additional six percent (6%) of their base wage:

(a) Associate of Arts or Associate of Science degree from an accredited institution;

(b) Bachelor of Arts or Bachelor of Science degree from an accredited institution;

(c) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

(2) Training and Education Achievement Pay for members hired before October 1, 2013 shall increase as follows:

(a) On December 29, 2018, Training and Education Achievement Pay shall increase by 1%, for a total of seven percent (7%).

(b) On December 28, 2019, Training and Education Achievement Pay shall increase by an additional 1% for a total of eight percent (8%).

(c) On April 3, 2021, Training and Education Achievement Pay shall increase by an additional 1% for a total of nine percent (9%). However, if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds $200 million, the increase of Training and Education Pay to nine percent (9%) will be delayed by six (6) months until October 2, 2021.

25.3 Members hired on or after October 1, 2013 shall be eligible for Training and Education Achievement Pay as follows:

(1) Level 1. Members who possess one or more of the following shall receive an additional four percent (4%) of their base wage:

(a) Bachelor of Arts or Bachelor of Science degree from an accredited institution, plus two (2) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(b) Associate of Arts or Associate of Science degree from an accredited institution, plus four (4) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(c) Fire Officer Certification received from California Fire Service Training and Education System (CFSTES), plus six (6) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

(2) Level 1 Training and Education Achievement Pay shall increase as follows:

(a) On December 29, 2018, Level 1 Training and Education Achievement Pay shall increase by 1%, for a total of five percent (5%).

(b) On December 28, 2019, Level 1 Training and Education Achievement Pay shall increase by an additional 1% for a total of six percent (6%).

(c) On April 3, 2021, Level 1 Training and Education Achievement Pay shall increase by an additional 1% for a total of seven percent (7%). However, if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds $200 million, the increase of Level 1 Training and Education Pay to seven percent (7%) will be delayed by six (6) months until October 2, 2021.

(3) Level 2. Members who possess one or more of the following shall receive an additional six percent (6%) of their base wage:

(a) Bachelor of Arts or Bachelor of Science degree from an accredited institution, plus five (5) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(b) Associate of Arts or Associate of Science degree from an accredited institution, plus seven (7) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(c) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

(4) Level 2 Training and Education Achievement Pay shall increase as follows:

(a) On December 29, 2018, Level 2 Training and Education Achievement Pay shall increase by 1%, for a total of seven percent (7%).

(b) On December 28, 2019, Level 2 Training and Education Achievement Pay shall increase by an additional 1% for a total of eight percent (8%).

(c) On April 3, 2021, Level 2 Training and Education Achievement Pay shall increase by an additional 1% for a total of nine percent (9%). However, if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds $200 million, the increase of Level 2 Training and Education Pay to nine percent (9%) will be delayed by six (6) months until October 2, 2021.

25.4 Notwithstanding the above, members already receiving Training and Education Achievement Pay as of October 1, 2013 shall continue to receive Training and Education Achievement Pay.

25.5 Training and Education Achievement Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement. It is the parties' understanding that this benefit is part of the salary attached to the rank for all qualified uniformed members and shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions. Members on disability shall continue to receive Training and Education Achievement Pay.

SECTION 26. SICK LEAVE ORDINANCE

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

SECTION 27. RETENTION PAY

27.1 Employees who have completed twenty-three (23) years or more of service as a uniformed member of the Department shall receive 2% Retention Pay. Effective June 30, 2008, employees who have completed twenty-six (26) years or more of service as a uniformed member of the Department shall receive an additional two percent (2%) Retention Pay, for a total of four percent (4%). Retention Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement. Retention Pay shall be considered as part of an employee's salary for purposes of computing retirement benefits and retirement contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for uniformed members who have completed the required years of service covered by this Agreement. Retention Pay that was being paid to a member at the time the member became disabled shall be included in the member's disability benefits. Retention Pay may be stacked with Training and Education Achievement Pay.

SECTION 28. HAZARDOUS MATERIALS PAY

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

28.2 Any employee who possesses a Hazardous Materials Certificate shall receive a Haz Mat premium of five percent (5%) of base pay for all hours worked at Battalion 2.

28.3 Any employee who is qualified as a Surf Rescue Swimmer shall receive a Surf Rescue premium of five percent (5%) of base pay for all hours worked in designated Premium Surf Rescue spots at Stations 14, 16, 18, 19, 23, 34, 35, or 51, or at the Airport. The number of designated Premium Surf Rescue Spots will not exceed twenty-two (22) and will be assigned according to a Department General Order.

28.4 Hazardous Materials Pay and Surf Rescue Premium Pay shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act, but shall not be included in the calculation of retirement benefits due from the San Francisco City & County Employees' Retirement System or any other benefit which is a function or percentage of salary.

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

SECTION 29. PYRAMIDING OF PREMIUM PAYMENTS

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

SECTION 30. FAMILY CARE AND PARENTAL LEAVE

30.1 The City will provide family care and parental leave in accordance with all applicable laws and City and Departmental policies.

SECTION 31. HEALTH AND DENTAL COVERAGE

Health Coverage Effective January 1, 2015

31.1 Effective January 1, 2015. 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:

Employee Only:

31.2 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:

31.3 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.

Employee Plus Two or More:

31.4 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.

31.5 Dental Coverage: The City shall continue to provide dental benefits at the existing level.

31.6 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.

31.7 If fifty percent plus one (50%+1) of the employees covered under the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a change to their contribution model for employee dental premiums or health insurance premiums, with the change to be effective July 1, 2019, for calendar year 2020, then the City and the Union will reopen the MOU on dental or health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. The parties will complete reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), by no later than August 15, 2019.

31.8 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.

31.9 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.

31.10 The aforesaid contributions shall be paid to the City Health Service System, and shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

31.11 Members shall be permitted to choose which available City plan they wish to participate in during the Health Service System open enrollment period.

31.12 The kinds of benefits made available by the City to the domestic partners of other City employees shall be available to the domestic partners of members of the Department.

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

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

31.15 Voluntary Prostate Cancer Screening. As part of the Department's Health Check Program, the Department shall offer all male bargaining unit members who are over 40 years of age, at no cost to the members, voluntary prostate cancer screening, using the current industry standard screening procedure for the detection of prostate cancer.

31.16 Voluntary Breast Cancer Screening. As part of the Department's Health Check Program, the Department shall offer all female bargaining unit members who are over 35 years of age, at no cost to the members, voluntary breast cancer screening, using the current industry standard screening procedure for the detection of breast cancer.

31.17 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.

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

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

31.19 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.

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

31.21 As set forth in Administrative Code Section 16.701(b), a covered employee who is not in active service for more than twelve (12) weeks shall be required to pay the Health Service

System for the full premium cost of membership in the Health Service System, unless the employee is on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, a disciplinary suspension or on a layoff holdover list where the employee verifies that he or she has no alternative coverage.

SECTION 32. WELLNESS PROGRAM

32.1 The pilot "wellness incentive program" shall sunset at 11:59 PM on June 30, 2020.

32.2 Any full-time employee meeting the eligibility criteria set forth below and leaving the employment of the City upon service or disability retirement shall receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours (192 hours for employees on 24-hour assignments) or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

32.3 The amount of this payment shall be equal to two (2%) 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. Effective July 1, 2019, the amount of this payment shall be equal to one percent (1%) 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 and shall be compensated pursuant to those Rules.

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% for each year of service x 20 years of service = 40%
40% x 500 hours = 200 hours.
200 hours x $25.00 (base salary at time of separation) = $5,000.00

32.4 The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1,040) hours, including any vested sick leave, for employees scheduled to work forty (40) hours per week or one thousand two hundred seventy two (1,272) hours, including any vested sick leave, for employees scheduled to work 24 hour shifts.

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

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

SECTION 33. UNIFORMS

33.1 The City shall furnish and thereafter maintain, at no cost to the employee, all uniforms, protective clothing, and safety equipment required of bargaining unit members in the performance of their duties, including, but not limited to, respiratory apparatus, gloves, helmets, turnouts, protective clothing, hearing protectors and other protective equipment such as personal alarm devices, or personal flotation devices, necessary to preserve and protect the safety and health of fire fighters. During the term of this Agreement, the Department shall make its best efforts to provide a second set of turnouts to all employees assigned to 24-hour shifts.

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

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

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

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.

SECTION 34. MANAGEMENT RIGHTS

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

34.2 The Union agrees that its members shall be subject to all Civil Service and Fire Department Rules and Regulations, and to all General Orders of the Fire Department, including those

relating to conduct and work performance. The parties agree that this section does not alter the parties' respective positions on the application of Charter Section A8.590 et seq. to disputes over changes to Civil Service Commission Rules or changes to employment practices within the scope of those Rules. The above subject matters are not subject to the grievance procedure contained in this MOU.

SECTION 35. SAFETY AND HEALTH

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

35.2 Health and Safety Committee.
There is hereby created an SFFD Joint Health and Safety Committee consisting of six (6) members, three (3) appointed by the Chief of Department and three (3) appointed by the President of the Union. The Committee shall be charged with the responsibility of reviewing topics pertinent to the Fire Department, including, but not limited to: (1) Cancer; (2) Heart disease; (3) AIDS in the workplace; (4) Diesel emissions exposure in fire stations; (5) Asbestos exposure and removal; and (6) Hearing loss and hearing protection. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Health and Safety Committee. The Health and Safety Committee shall make recommendations to the Chief of Department and to the Union, and through the Chief of Department to the Fire Commission, for the correction of hazardous conditions or unsafe work methods.

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

35.4 The City agrees to install and maintain at least one (1) extractor for cleaning contaminated turn-outs at each station. If a station is rebuilt or replaced, the City shall provide at least one (1) extractor at the new or replaced station. The City agrees to use reasonable efforts to maintain all extractors in working order.

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

SECTION 36. FIRE DEPARTMENT APPARATUS

36.1 The City agrees to pay for the inspection, testing, and recertification of the structural integrity and safety of all frontline and relief SFFD aerial ladders. Recertification inspections shall be conducted by Central Shops or by a City approved vendor. Recertification and testing will include, but not be limited to the following: load testing, torque verification or critical mounting bolts, inspection of all hollow I-Beam base rails and weldments, hydraulics, non-destructive testing, and vehicle compliance with CA Title 13 and Department of Transportation safety standards. Aerial ladder testing records shall be maintained by Central Shops and will be made available upon request to the members of the SFFD Joint Health and Safety Committee and the Union.

36.2 The Department will receive and consider the Union's suggestions regarding the introduction into service of any new fire suppression or emergency medical service apparatus (fire engine, truck, rescue squad or ambulance).

SECTION 37. NOTICE OF CHARGES

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

SECTION 38. EMPLOYEE ASSISTANCE PROGRAM

38.1 The Stress Unit Program will be continued throughout the life of this Agreement and will consist of a minimum of two (2) employees assigned full-time to the Stress Unit with active Stress Unit Committee participation and coordination with the City's Employee Assistance Program.

38.2 The Department shall continue to support and maintain a Critical Incident Response team.

38.3 The Department shall continue to support and maintain a mental health insurance program the same as, or substantially similar to, the Mental Health Network program outlined in the FY2016 FEMA Assistance to Firefighters Grant award.

38.4 The Department shall provide space as needed for Stress Unit operations and services.

SECTION 39. PROBATIONARY PERIOD

39.1 The probationary period for members being promoted to a higher rank shall be six (6) months of actual service from the date of appointment to that rank.

39.2 Members serving probationary periods who are unable to complete their probationary assignments due to illness, injury, or other reason which would prohibit them from successfully completing their probationary assignments shall be assigned to a temporary modified duty assignment only by consent of the Chief of Department. Such temporary modified duty assignments for members serving probationary periods shall extend the duration of their probation by the amount of time they were assigned to temporary modified duty.

39.3 A member's probationary period will not expire before a mandatory physical examination, including screening for drugs and alcohol, is satisfactorily completed.

39.4 This section does not apply to provisional or exempt appointments.

SECTION 40. DRIVERS' LICENSES

40.1 All regularly assigned members of Engine, Truck Companies, Rescue and Service Squads, and EMS Field Units shall be required to possess, at a minimum, a "Restricted Class C" driver's license with “Restriction 50” and carry a DL88, Firefighter Endorsement Card, signed by the ADC of Training. Members assigned to the Bureau of Equipment shall be required to possess a Class A license. All other qualified drivers, including officers, aides, inspectors, investigators and firefighters who may be assigned, detailed or required to drive Department vehicles shall be required to possess, at a minimum, a valid Class C license.

40.2 An employee who does not possess the appropriate driver's license may be assigned to non-driving duties at the discretion of the Department.

SECTION 41. PHYSICAL EXAMINATIONS/DRUG & ALCOHOL SCREENING

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

a. Prior to promotion from a certified eligible list, or to an exempt position, or to a non-civil service position.

b. Before expiration of an employee’s probationary period, whether from initial appointment or promotion.

c. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.

41.2 In addition, all apparatus operators involved in a vehicular accident may be subject to a physical examination, pursuant to the procedures referred to in Section 41.4 below.

41.3 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.

41.4 The parties have reached agreement on the Department’s procedures regarding random, post-accident, probation, pre-promotional and reasonable suspicion drug and alcohol screening. These procedures are incorporated by reference in this Agreement. The Union

has the right to grieve any alleged violation of such procedures; however, nothing in this provision is intended to make discipline related to the use of alcohol or drugs subject to the grievance procedure. The City has the right to advance proposals to amend these procedures during the term of this Agreement, subject to the impasse resolution procedures set forth in Charter Section A8.590-*1 et seq*.

41.5 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.

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

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

SECTION 42. PHYSICAL FITNESS PROGRAM

42.1 The Joint Labor/Management Physical Fitness Committee consisting of four (4) members, two (2) appointed by the Chief of Department and two (2) appointed by the Union shall develop a physical fitness program for the Department to maintain and improve the health and fitness of members and reduce injuries. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Joint Labor/Management Physical Fitness Committee.

42.2 The Committee shall recommend procedures to the Chief of Department, to the Union and, through the Chief of Department, to the Fire Commission for determining eligibility of members to participate in the program, and a method for evaluating participants.

SECTION 43. EMERGENCY RESPONSE VEHICLES

43.1 With prior written permission of the Chief of Department, designated Fire Emergency Response Personnel shall be entitled to use City owned and/or leased vehicles for transportation to and from the employee's place of residence. The use of said vehicles shall be subject to such restrictions and regulations imposed by the Chief of Department and the Fire Commission.

SECTION 44. TEMPORARY MODIFIED DUTY ASSIGNMENTS

44.1 The Department will make a good faith effort to place eligible members, who sustain a temporary injury or illness and who are thereby unable to perform the assigned functions

of their regular positions, in available temporary modified duty assignments. However, no member who has sustained an industrial injury or illness shall be assigned to a temporary modified duty assignment earlier than five (5) days after diagnosis of the injury or illness. Any such assignment must be appropriate for the member's medical restrictions, as determined by the member's treating physician or, where appropriate, the City's independent medical expert, and as reviewed and approved by the Department's physician. If the Department's physician or, where appropriate, the City's independent medical expert, determines after medical examination and/or review of medical records and upon consultation with the member's treating physician, that the member cannot fully return to his or her regular position within one (1) year, the member is not eligible for a temporary modified duty assignment.

44.2 Members who sustain non-industrial injuries or illnesses are not eligible for temporary modified duty assignments for the following waiting periods after notifying the Department of the injury or illness: twenty (20) calendar days during the first year of employment after graduation from the SFFD Academy, and thirty (30) calendar days thereafter. During this waiting period, members should use accrued sick leave, or if the member's sick leave balance is exhausted, other approved leave. Pregnant members and members who sustain injuries or illnesses during a call into active military service as defined in the Annual Salary Ordinance are entitled to request to go on temporary modified duty without any waiting period.

44.3 Duties of the temporary modified duty assignment may differ from the member's regular job duties and/or from the job duties regularly assigned to members in the same rank. When an appropriate temporary modified duty assignment is not available within the member's rank, and/or on the member's regular shift, the member may be temporarily assigned pursuant to this section to work in another rank and/or classification, and/or on a different shift, subject to the approval of the Chief of the Department or designee.

44.4 At the end of thirty (30) days of a temporary modified duty assignment, and every thirty (30) days thereafter, the Department's physician may review the member's medical condition and determine, after consultation with the member's treating physician or, where appropriate, the City's independent medical expert, whether the member is able to return to his or her regular assignment. If it is determined that the member is not then able to return to his or her regular assignment, the Department may extend the temporary modified duty assignment for periods of thirty (30) days, up to a maximum of one (1) year.

44.5 A member placed in a temporary modified duty assignment shall receive compensation at his/her normal compensation including applicable Holiday Pay as provided in Section 21, Training and Education Achievement Pay as provided in Section 25, and Retention Pay as provided in Section 27 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.

44.6 If a member is denied a temporary modified duty assignment, or when a temporary modified duty assignment ends, the Department will consider and discuss with the member the following options: (1) returning the member to the full duties of his or her regular or working out of classification assignment; (2) granting a request for a disability accommodation under the Americans with Disabilities Act and/or similar provisions of state law; (3) initiating a disability retirement; (4) providing an unpaid leave of absence pursuant to the Civil Service Rules; (5) allowing sick leave or leave under the Family Medical Leave Act or similar provisions of state law; (6) providing a disability transfer to another City job pursuant to City policies; (7) initiating a non-punitive separation if none of the above are appropriate.

44.7 If a member is placed in a temporary modified duty assignment, he or she will be required to sign an acknowledgement confirming that he or she understands and agrees to abide by the provisions set forth in this section.

44.8 This section does not modify, alter or affect any rights members may have under the law, including but not limited to rights under the San Francisco Charter, the San Francisco Administrative Code, the California Labor Code, the California Government Code and the Americans with Disabilities Act, concerning disability, disability leave, disability retirement, and/or workers compensation.

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

SECTION 45. PERSONNEL FILES

45.1 The Deputy Chief, Administration or designee shall maintain one official personnel file for each member. Members or their authorized representatives have the right to examine the contents of their official personnel file maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in a member's official personnel file unless and until the member has been informed that such comments are to be placed in his or her file and a notation has been made on the face of the document of the date and time when the member was so informed. Members may cause to be placed in their official personnel file all such responses as they deem appropriate to adverse material inserted therein. Members may also request to be placed in their official personnel file a reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance.

45.2 Only persons authorized by the Deputy Chief, Administration or designee may review a member's master personnel file in compliance with the Citywide Employee Personnel Records Guidelines.

45.3 Formal reprimands without further penalty more than one (1) year old, and those with additional penalty more than three (3) years old, will not be considered for purposes of promotion, transfer or special assignments. All members shall have the right to review their official personnel file to identify all such documents. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the member. The envelope will be placed in the member's personnel file and will be opened only in the event that the member is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

45.4 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 46. EMPLOYEE TRAINING AND REIMBURSEMENT PROGRAMS

46.1 The City shall provide all ranks requiring EMT certification and/or paramedic certification/licenses with such training as is necessary to maintain such certification and/or license and shall pay all fees and costs related thereto, including but not limited to the fees charged by other public agencies for issuance of licenses or certificates. Such training shall be provided during each employee's regularly scheduled hours of work whenever possible. In the event an employee is assigned to attend such training during hours other than the employee's regularly scheduled hours of work, those hours shall be compensated as overtime worked in accordance with the overtime provisions of this Agreement.

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

Tuition Reimbursement Program

46.3 The City agrees to allocate $3,000 per fiscal year during the term of this Agreement to the Tuition Reimbursement Program for the exclusive use of bargaining unit members. Any unused funds shall not be carried forward to the next fiscal year.

46.4 Subject to the DHR Guidelines, a member may submit a request for reimbursement up to $500.00 during each fiscal year until such funds are exhausted.

46.5 At the discretion of the Chief, the City may provide non-mandatory courses and training that will further career development of members. Unless otherwise determined by the

Chief, members choosing voluntarily to participate in these non-mandatory courses or training do so at their own expense and without compensation.

SECTION 47. AMERICANS WITH DISABILITIES ACT

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

SECTION 48. GRIEVANCE PROCEDURE

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

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

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

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

48.5 A grievance should be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance. In the event a grievance is filed at a step in the grievance procedure which

the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate step.

Step I. If a dispute cannot be informally resolved between a member of the bargaining unit and his or her immediate supervisors, the member may with the approval of the Union's President and/or such other officers which the Union designates as officers with that authority, submit a grievance in writing to the member's immediate supervisor within thirty (30) days of either the alleged violation or the date the grievant might reasonably have been expected to have learned of the alleged violation. The supervisor shall attempt to adjust the grievance and shall provide a written response within fifteen (15) calendar days following receipt of the written grievance.

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

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

Step IV. Arbitration. Within fifteen (15) calendar days after receipt of notice that the Union has elected to submit a grievance to arbitration, the City shall confer with the Union's representative for the purpose of selecting an arbitrator. In the event the Union and the City cannot agree on an arbitrator, an impartial arbitrator shall be selected from a panel of seven (7) qualified and experienced labor arbitrators supplied by the California State Mediation and Conciliation Service upon the request of either party. The parties shall within five (5) calendar days of receipt of the panel, make a selection of an arbitrator by alternately deleting names from such a list until only one (1) name remains. If that person cannot serve, or parties agree not to use that person's services, the parties shall obtain a new list and start the selection over. The first party to delete a name shall be determined by lot. The decision of the arbitrator will be final and binding upon both parties. The hearing shall be conducted in accordance with California Code of Civil Procedure, Sections 1280, *et seq.* Individual grievants shall be released from duty

without loss of compensation for the time of the arbitration hearing. Witnesses who are employees and on duty at the time of a scheduled appearance at an arbitration hearing shall be released from duty without loss of compensation for the time required to testify. The parties shall meet at least seven (7) calendar days prior to the arbitration hearing for the purpose of narrowing issues for arbitration, discussing possible stipulations and exchanging documents intended for use at the hearing.

48.6 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.

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

48.8 Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

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

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

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

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

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

SECTION 49. NO WORK STOPPAGES

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

SECTION 50. LABOR-MANAGEMENT COMMITTEE

50.1 There shall be a Labor-Management Committee consisting of six (6) members, co-chaired by the President of the Union and the Chief of the Department. The President of the Union shall appoint two (2) employees represented by the Union to the Labor-Management Committee. The Chief of the Department shall appoint two (2) uniformed members of the San Francisco Fire Department who are not represented by the Union to the Labor-Management Committee. The Committee shall meet monthly to discuss employer-employee issues of mutual concern, and to seek to find economic and operational efficiencies throughout the term of this agreement. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Labor-Management Committee. The Committee shall have the authority to make periodic reports and recommendations to the Union and the Chief of Department, and through the Chief of Department, to the Fire Commission.

50.2 The Labor-Management Committee shall meet within ninety (90) days of ratification of this Agreement by the Board of Supervisors and make a report and recommendation to the Mayor and Fire Commission on reforms which may promote efficiency within the Fire Department by no later than March 1, 2005. The Labor-Management Committee shall analyze the workweek of major U.S cities with a population exceeding 350,000 and a minimum density of 6,000 people per square mile pursuant to the 2000 U.S. Census. If the Committee is unable to reach agreement, the parties shall utilize the resolution procedures set forth in Charter Section A8.590-1 *et. seq*. In addition, the Committee may review other best practices by mutual agreement.

SECTION 51. NEGOTIATION RESPONSIBILITIES

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

SECTION 52. SEVERABILITY

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

SECTION 53. SAVINGS CLAUSE

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

SECTION 54. TERM

54.1 This Agreement shall remain in full force and effect from July 1, 2018, to and including June 30, 2023.

54.2 The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

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

DATED: _____, 2022

FOR THE CITY AND COUNTY OF SAN FRANCISCO:

Carol Isen
Human Resources Director

Ardis Graham
Employee Relations Director

Jeanine Nicholson, Chief
San Francisco Fire Department

APPROVED AS TO FORM:
DAVID CHIU
CITY ATTORNEY

Jonathan Rolnick
Chief Labor Attorney

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

Shon Buford, President

APPENDIX A – UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.

2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.

E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with

sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.

2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.

3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive

written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

ATTACHMENT A

Adult Probation
Arts Commission
Asian Art Museum
Airport Commission
Board of Appeals
Board of Supervisors
Office of Economic & Workforce Development
California Academy of Sciences
Child Support Services
Children, Youth and Their Families
City Attorney's Office
City Planning Department
Civil Service Commission
Commission on the Status of Women
Department of Building Inspection
Department of Environment
Department of Elections
Department of Homelessness
Department of Human Resources
Department of Police Accountability
Department of Technology
District Attorney's Office
Ethics Commission
Fine Arts Museum
Fire Department (Non-Sworn)
General Services Agency
Health Service System
Human Rights Commission
Juvenile Probation Department
Library
Mayor's Office
Office of the Assessor-Recorder
Office of the Controller
Office of the Treasurer/Tax Collector
Port of San Francisco
Public Defender's Office
Rent Arbitration Board
SF Children and Families Commission
SF Employee's Retirement System
War Memorial & Performing Arts

ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency
Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)
San Francisco Fire Department (Sworn)