

AMENDMENT NO. 6  
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
SAN FRANCISCO FIRE FIGHTERS UNION  
LOCAL 798, IAFF, AFL-CIO  
UNIT 1

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

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**SECTION 9. SALARY**

9.1 Employees shall receive the following base wage increases:

<del>July 1, 2007 – 4%</del>	<del>December 29, 2007 – 2%</del>
<del>July 1, 2008 – 4%</del>	<del>December 27, 2008 – 3%</del>
<del>July 1, 2009 – 2%</del>	<del>December 26, 2009 – 2%</del>
<del>January 8, 2011 – 2%</del>	<del>July 1, 2011 – 3%</del>
<del>January 7, 2012 – 1%</del>	<u>July 1, 2015 – 1%</u>
<u>July 1, 2016 – 2%</u>	<u>July 1, 2017 – 2%</u>

9.1a Effective July 1, 2013 for Firefighter (H-2) employees hired on or after July 1, 2013, there shall be two new steps, one at 5% below and one at 10% below the entry step in effect on June 30, 2013. Effective July 1, 2013 for Firefighter (H-2) employees hired on or after July 1, 2013, the new Step 4 of the salary grade shall be a blended step between prior steps 1 and 2.

9.1b Effective upon ratification of Amendment No. 6, for EMT/Paramedic/Firefighter (H-3) employees, there shall be one new step at 5% below the entry step for H-3 Level I in effect on June 30, 2013, one new step at 5% below the entry step for H-3 Level II in effect on June 30, 2013, and two new steps (one at 5% below and one at 10% below the entry step in effect on June 30, 2013), for H-3 Level III.

9.10 Newly hired H-2 employees shall enter at salary Step 1, except that H-3 Level I employees who become H-2 employees shall enter at H-2 Step 2 and H-3 Level II employees who become H-2 employees shall enter at H-2 Step 5 ~~new H-2 employees who were members of this bargaining unit immediately prior to becoming H-2s shall be appointed to the step closest to their prior rate of pay. Advancement to the next highest~~ Step 2 shall be upon satisfactory completion of the probationary period and. ~~Employees shall not advance to Step 2 until they have completed all~~

probationary testing. Advancement to subsequent steps shall be upon satisfactory completion of one year of service at the prior step.

- 9.11 The H-3 EMT/Paramedic/Firefighter classification shall be a class consisting of three functional levels: Level I, Level II, and Level III. Salary steps are as follows: Level I at Steps 1 to ~~3~~4, Level II at Steps ~~4 to 6~~ 5 to 8, and Level III at ~~Step 7~~ Steps 9 to 11.
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## **SECTION 18. ASSIGNMENTS AND TRANSFERS**

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

**18.24a 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 five years, absent extenuating circumstances.**

**18.24b Notwithstanding the above, any member assigned to SFO may change assignments before completing five years: (a) in the event the member receives a promotive opportunity; or (b) the member was assigned to SFO involuntarily.**

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## **SECTION 23. WORKING OUT OF CLASSIFICATION**

### **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 ~~for a minimum of one full watch~~ 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. However, H-20 assignments shall be based on total seniority in ranks below H-20 which are covered by this Agreement. Possession of special skills may be required for acting assignments for H-6 Investigator and civil service exempt positions.

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## **SECTION 24. TRAINING AND EDUCATION ACHIEVEMENT PAY**

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

24.2 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:

- (1) Associate of Arts or Associate of Science degree **from an accredited institution** in Fire Science or related field;
- (2) Bachelor of Arts or Bachelor of Science degree **from an accredited institution** in **Fire Science or** related field;
- (3) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

**24.2a Members hired on or after October 1, 2013 shall be eligible for Training and Education Achievement Pay as follows:**

**(1) Level I. 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 in Fire Science or related field, 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 in Fire Science or related field, 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 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 in Fire Science or related field, 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 in Fire Science or related field, 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.**

**24.2b 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.**

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**SECTION 31. HEALTH AND DENTAL COVERAGE**

- 31.1 Employee Health Coverage: **Except as provided below, the** The City shall continue to provide contributions for employee health benefits as may be available through the Health Service System for members at the rate of \$197.00 per month or at the rate set pursuant to Charter Sections A8.423 through A8.428, whichever is greater.
- 31.2 **Except as provided below, for** For “Medically Single Employees” (employees with no dependents enrolled in the Health Service System): the City shall contribute the total amount for the employees’ own health care premium coverage.
- 31.6 Dependent Health Coverage: **Except as provided below, the** The City shall contribute up to \$225.00 per month towards members’ dependent health coverage. However, in the event that the cost of dependent care exceeds \$225.00 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium coverage for the “employee plus two or more dependents” category.

**Health Coverage Effective January 1, 2015**

- 31.6a. 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:**

- 31.6b. 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:**

- 31.6c. 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:

- 31.6d. 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.
- 31.6e. 2. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.
- 31.6f. 3. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model as a substitute.
- 31.6g. 4. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.
- 31.6h. 5. Upon implementation of new contribution rates effective on January 1, 2015, paragraphs 31.6a-31.6g shall supersede paragraphs 31.1, 31.2, and 31.6, and those paragraphs will no longer be effective.
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**SECTION 32. WELLNESS PROGRAM**

- 32.1 The pilot "wellness incentive program" shall ~~be in effect for the term of this Agreement~~ sunset at 11:59 PM on June 30, 2018.
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**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.

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**SECTION 54. TERM**

54.1 This Agreement shall remain in full force and effect from July 1, 2007, to and including June 30, ~~2015~~ **2018**.

**FOR THE CITY**

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

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Martin Gran  
Employee Relations Director

**FOR THE UNION**

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

\_\_\_\_\_  
Thomas O'Connor  
President

*APPROVED AS TO FORM:*

DENNIS J. HERRERA  
City Attorney

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Elizabeth Salveson  
Chief Labor Attorney