

MEMORANDUM OF UNDERSTANDING

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

**MUNICIPAL EXECUTIVES' ASSOCIATION
FIRE**

July 1, 2007 - June 30, 2013

Per Amendment 2

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ARTICLE I: REPRESENTATION

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered members, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

I.A. RECOGNITION

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the unit listed below:

F-3 0140 Chief of Fire
0150 Deputy Chief of Department
H-51 Assistant Deputy Chief II
H-53 Emergency Medical Services Chief

4. Recognition shall only be extended to individual job codes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

I.B. NO STRIKE PROVISION

5. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.C. MANAGEMENT RIGHTS

6. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.

7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
8. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.D. GRIEVANCE PROCEDURES

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
10. A grievance is defined as an allegation by an employee, a group of employees or the Association that the City has violated a term or condition of employment provided in this Agreement.

Time Limits

11. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.

Steps of the Procedure

12. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure.
13. A grievance affecting more than one employee shall be filed with the Appointing Officer. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
14. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have an Association representative present.

15. Step 2: If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
16. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
17. Step 3: A grievant dissatisfied with the supervisor's response at Step 2 may appeal to the Appointing Officer, in writing, within ten (10) days of receipt of the Step 2 answer. The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.
18. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 3 answer. The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
19. Step 5: If the Association is dissatisfied with the Step 4 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) days of the 4th Step decision that arbitration is being invoked.

Selection of the Arbitrator

20. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") or the American Arbitration Association ("AAA") provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
21. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

Authority of the Arbitrator

22. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

Fees and Expenses of Arbitrator

23. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

Hearing Dates and Date of Award

24. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

Monetary Relief

25. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

Failure to Respond

26. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.E. OFFICIAL REPRESENTATIVES

27. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.

I.F. ASSOCIATION SECURITY

Authorization for Deductions

28. The City shall deduct Association dues, initiation fees, premiums for insurance

programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

Dues Deductions

29. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson St., 2nd Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
30. No later than nine (9) working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, job code (rank), department number, and the amount deducted.
31. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, job code (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
32. The above information shall be provided by the City at no cost to the Association.
33. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

34. The City and the Association agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or Association membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The City shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.

II.B AMERICANS WITH DISABILITIES ACT

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

II.C. EMPLOYMENT STATUS

36. It is recognized, understood and agreed that employees in job codes (ranks) assigned to the bargaining unit covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

II.D. SEVERANCE PAY

37. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.
38. 2. In addition to paragraph (1), the City agrees that when involuntarily removing or releasing from employment a represented, exempt employee with ten (10) or more years of City Service, the employee shall also receive one month's severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment, e.g., holdover roster. This

release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law. (This language is superseded by paragraph (4), below, effective July 1, 2010.)

39. 3. In the event a represented, exempt employee is involuntarily returned to a permanent job code (rank), that employee may elect to separate from City Service and shall receive one month's severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment e.g. holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law. (This language is superseded by paragraph (4), below, effective July 1, 2010.)
40. 4. Effective July 1, 2010, in addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Said employees who elect severance shall receive two months' severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment, e.g., holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.

II.E. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING

41. Bargaining unit members will be subject to random on-duty drug and alcohol screening, under such random drug and alcohol screening procedures implemented by the City for members of the San Francisco Fire Fighters Union, Local 798, including any future modifications to those procedures. Bargaining unit members will be subject to that random screening effective the first date the screening procedures are in use for members of Local 798, and on-going. Members assigned to non-suppression schedules will be subject to testing only during normal business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.

II.F LAYOFFS

42. A. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the Public Employees Committee (PEC) that result in complete loss of City employment will be limited to four hundred and twenty five (425) positions, including notices already issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Building Inspectors' Association; Northern California

Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit); and The San Francisco Institutional Police Officers' Association.

43. B. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section C.(3) below.
44. In such event, the City will provide the PEC with complete and current Budget Information (as defined in paragraph 66f. below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers-Milias-Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.
45. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff

represented employees only if:

- (1) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or
- (2) The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section C. (1) above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or
- (3) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's

proposed budget, in which case such layoffs may also proceed.

46. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.
47. “Budget Information”, for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.
48. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

REORGANIZATION

49. The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification and rescission, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.

50. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.
51. Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.
52. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

53. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

54. For fiscal years 2008-2009, 2009-2010, 2011-2012 and 2012-2013, represented employees shall receive the same scheduled percentage wage increases received by the H-2 Fire Fighter rank under Section 9, Salary, in the 2007-2013 Memorandum of Understanding between the City and the San Francisco Fire Fighters Union, Local 798.
55. Base wages shall be increased as follows:

Chief (0140) and Deputy Chief (0150)

- July 1, 2007 - 1% December 29, 2007 - 5%
- July 1, 2008 - 4% December 27, 2008 - 3%
- July 1, 2009 - 4% December 26, 2009 - 2%
- July 1, 2011 - 2% January 8, 2011 - 2%

Assistant Deputy Chief II (H-51) and EMS Chief (H-53)

- July 1, 2007 - 1% December 29, 2007 - 5%
- July 1, 2008 - 4% December 27, 2008 - 3%

- July 1, 2009 - 4% December 26, 2009 - 2%
- July 1, 2011 - 4% January 8, 2011 - 2%

56. The parties agree that base wages for the Chief (0140) and Deputy Chief (0150) classifications shall be reduced by 2% effective July 1, 2010 through close of business June 30, 2011.
57. The parties acknowledge that all covered employees previously deferred to January 8, 2011 a 2% wage increase that was scheduled to be effective on July 1, 2009.
58. The parties acknowledge that all covered employees previously gave up 2% in base wages through full participation in the VTOP program from January 1, 2010 through June 30, 2010.
59. The parties agree that all covered employees shall defer to July 1, 2012 the entire parity salary increase amounting to between 3% to 5%, otherwise scheduled to be effective on July 1, 2011.
60. Effective July 1, 2007, a one-time adjustment of one percent (1%) shall be included in the base rate of pay, reflecting the provisions of Article III, Section B of the 2003-2007 MOU.
61. Effective July 1, 2007, the following one-time adjustments shall be included in the base rate of pay in recognition of the deletion of, reflecting the provisions of Article III, Section G of the 2003-2007 MOU:

0150	Deputy Chief of Department	\$5,163
H-51	Assistant Deputy Chief II	\$6,967
H-53	Emergency Medical Services Chief	\$6,967

III.B. ACTING ASSIGNMENT PAY

62. Represented employees assigned by the Fire Commission or by the Chief of Department to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7 1/2%) additional compensation above the member's base rate of pay subject to all of the following conditions:
63. 1. The assignment shall be in writing.
64. 2. The position to which the employee is assigned must be a budgeted position.
65. 3. The employee is assigned to perform the duties of a higher job code (rank) for

longer than ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.

66. 4. Effective July 1, 2005, if a represented employee (1) is assigned in writing by the Fire Commission or by the Chief of Department (2) to perform the full range of duties and responsibilities (3) of a budgeted position in a higher rank, and (4) actually performs those duties on an acting or temporary basis for 30 or more consecutive days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent increase already received.
67. 5. Requests for classification or reclassification review shall not be governed by this provision.
68. . The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

III.C. METHOD OF CALCULATION

69. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.D. WORK SCHEDULES

Regular Work Day

70. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
71. A regular work day for job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to fire suppression is a tour of duty of a twenty-four (24) hour shift.

Regular Work Week

72. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period.
73. Job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to fire suppression shall work a 24-hour shift and a 48-hour average work week, on alternating three shift (A, B, C) work schedule, and a 21-day tour of duty.

III.E. EXECUTIVE LEAVE

74. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
75. Any hires in job codes (ranks) covered by this agreement shall cash out any accumulated compensatory time off at the current base rate of pay of their former appointment upon appointment to a job code (rank) covered by this Agreement. Or at the discretion of the City, payment may be made at the current rate in any succeeding fiscal year subject to budgetary limitations.
76. Employees in the Safety F-3 executive management bargaining unit are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.
77. Employees shall receive five (5) days of paid executive leave per year. Up to five (5) days of unused executive leave may be carried over into the next fiscal year. Executive leave may only be taken as paid time off and cannot be cashed out.

III.F. ADMINISTRATIVE LEAVE - AIRPORT ONLY

H-51 Assistant Deputy Chief II

78. Employees in the H-51 Assistant Deputy Chief II rank may earn up to one hundred (100) hours of paid administrative leave (AL) per year under the following conditions:
79. The employee must be assigned to the suppression bureau at the San Francisco International Airport and the administrative leave hours earned must be related to a Federal Aviation Administration ("FAA") Alert.
80. The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.
81. Accrual or use of AL must be approved in advance by the Appointing Officer. Approval to accrue or use AL shall not be unreasonably withheld.
82. An employee may carry forward up to one hundred (100) hours of earned but unused AL into the next fiscal year.
83. Employees shall not maintain balances of more than one hundred twenty (120) hours of AL.
84. Administrative leave may only be taken in paid time off and cannot be "cashed out."

III.G. HOLIDAYS

Non-Suppression

85. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s Birthday)
the third Monday in February (President's Day)
the last Monday in May (Memorial Day)
July 4 (Independence Day)
the first Monday in September (Labor Day)
the second Monday in October (Columbus Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)
86. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
87. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
88. The City shall accommodate religious belief or observance of employees as required by law.
89. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the appointing officer in the current fiscal year.

III.H. FLOATING HOLIDAYS

90. Non-suppression employees shall receive four (4) floating holidays per fiscal year subject to prior scheduling approval of the appointing officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. 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. Except as stated in Article III.K.,

no compensation of any kind shall be earned or granted for floating days off not taken.

91. Non-suppression personnel with twenty (20) or more years of City Service shall be granted one (1) additional floating holiday, for a total of five(5) per fiscal year.

III.I. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

92. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

III.J. HOLIDAYS THAT FALL ON A SATURDAY

93. For those employees assigned to a work week of Monday through Friday, and 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, each department head 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. 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 the Appointing Officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

III.K. IN-LIEU HOLIDAY

94. In-Lieu Holidays must be taken within the fiscal year earned.

III.L. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

95. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.

96. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

III.M. HOLIDAY PREMIUM PAY

Fire Suppression

97. Employees in job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to twenty-four (24) hour suppression shall be paid a seven percent (7%) holiday premium per pay period, excluding other premiums, as holiday compensation for the holidays specified in Section III.I. of this Agreement. Upon declaration by the Mayor of any holiday in addition to those specified in Section III.H., suppression employees shall be paid an additional holiday premium which will be calculated on a proportional basis by the Controller's Office.
98. However, members who utilize sick pay on any of the days specified as holidays in this section shall not receive the holiday premium in that pay period.

III.N. VACATION

99. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

III.O. SICK LEAVE

100. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 320.

III.P. VOLUNTARY HEALTH SCREENING

Voluntary Prostate Cancer Screening

101. The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary prostate cancer screening to all male bargaining unit members who are over 40 years of age. Confidentiality of all medical information shall be maintained.

Voluntary Breast Cancer Screening

102. The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary breast cancer screening to all female bargaining unit members over 40 years of age. Confidentiality of all medical information shall be maintained.

III.Q. HEALTH AND DENTAL INSURANCE

103. Health Coverage: The City shall provide contributions for employee health benefits at the rate prescribed in Charter Sections A8.423 through A8.428.
104. The City shall contribute the greater amount of \$225 per month or 75% of the rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board, per covered employee towards the management cafeteria benefit program as provided under the agreement between the City and the MEA Miscellaneous MOU.
105. Dental Insurance: The City agrees to maintain dental benefits at present levels for the duration of the agreement.
106. The aforesaid contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings or retirement benefits; 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.

III.R. RETIREMENT PICK UP

107. Employees shall pay their own retirement contributions in an amount equal to 7.0% (old plan) or 7.5% (new plan) of covered gross salary. The parties acknowledge that these contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).

III.S. UNIFORMS

108. The City shall continue the practice of providing at the same level, uniform clothing and equipment for covered employees.

III.T. FAMILY CARE AND MATERNITY/PATERNITY LEAVE

109. Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.
110. The starting date for maternity leave is a decision of the member and her doctor.
111. The return date from maternity leave is a decision of the member and her doctor.
112. The member has the right to include vacation time, sick leave and/or any other accrued leave in maternity leave.
113. All bargaining unit members who have one or more years of continuous service in the San Francisco Fire Department shall be granted up to one year of unpaid family care leave for the following reasons:

114. 1. The birth of a biological child of the employee;
115. 2. The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker.
116. 3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
117. 4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.
118. Bargaining unit members shall also be entitled to use accrued vacation time, sick leave, and/or any other accrued leave for family care leave.
119. Any member in a Non-Suppression position working a 40-hour work week shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
120. In addition, any member in a Non-Suppression position working a 40-hour work week who is a parent or who has child rearing responsibilities (including domestic partners, but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not to exceed eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, provided that the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.
121. The City shall continue to provide health and dental care benefits for employees and their dependents while employees are absent from work on unpaid family care leave as provided in this section.
122. When a female member returns to work from maternity leave, she will be reinstated in her original assignment if possible, otherwise to a comparable assignment, provided, however, that a female member returning to work from maternity leave may elect to work for a period of up to six (6) weeks in a temporary modified duty assignment as determined to be appropriate by the Department Physician before

being reinstated to her original assignment or a comparable assignment.

123. Notwithstanding the above provisions, intermittent leave due to the birth, adoption or placement in foster care of a child generally must be taken for periods of a minimum of two weeks. This section does not affect any existing rights that employees have to take leave in connection with the serious health condition of a child, consistent with applicable law.

III.U. PAID SICK LEAVE ORDINANCE

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

III.V. RETIREE HEALTH BENEFITS

125. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This re-opener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.

III.W. RETIREMENT RESTORATION

126. Effective July 1, 2010, for Tier I employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction, wage increase deferrals or the parity salary deferrals described in paragraphs 41a, 41b, 41c and 41e, said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no wage increase deferral or parity salary deferral for Fiscal Years 2010-2011 and 2011-2012.
127. Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the wage reduction, wage increase deferrals or the parity salary deferrals described in paragraphs 41a, 41b, 41c and 41e for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable wage increase deferrals and the pensionable parity salary deferrals for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only wages deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.
128. For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING PROGRAMS

129. Covered employees shall continue to be eligible to participate in the management development training programs as provided for under the agreement between the City and the MEA Miscellaneous 2003 - 2005 MOU.

IV.B. TRAINING AND EDUCATION ACHIEVEMENT PAY

130. All covered job codes (ranks) shall receive an additional six percent (6%) of their base wage to recognize their advanced training and educational achievement.
131. This amount shall include any special payments based exclusively on length of service paid to the rank of H-50 Assistant Chief, for members who meet the same criteria.
132. The aforesaid payments shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions to the same extent such payments are considered for other uniform ranks of the Department.

IV.C. PILOT WELLNESS PROGRAM

133. The pilot "wellness incentive program" shall be in effect for the term of this Agreement.
134. 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.
135. The amount of this payment shall be equal to two-and-one-half percent (2 ½ %) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

Example of calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

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

Wellness incentive=2 ½ % for each year of service x 20 years of service=50%
50% x 500 hours=250 hours
250 hours x \$25.00 (base salary rate at time of separation)=\$6,250.00

136. The number of hours for which an employee may receive cash payment 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.
137. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT

V.A. SCOPE

Meet and Confer Responsibility During the Term of The Agreement

138. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
139. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
140. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in this section, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
141. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
142. During the term of this MOU disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter Section A8.590-5(g).
143. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
144. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

145. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.

V.B SAVINGS CLAUSE

146. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

V.C. DURATION OF AGREEMENT

147. This Agreement shall be effective July 1, 2007, and shall remain in full force and effect through June 30, 2013.

SIGNATURE PAGE

148. In Witness Hereof, the parties have executed this AGREEMENT this _____ day of _____, 2010.

FOR THE CITY

FOR THE UNION

Martin Gran Date
Employee Relations Director

Rebecca Rhine Date
Municipal Executives' Association

Micki Callahan Date
Human Resources Director

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

Elizabeth Salveson Date
Chief Labor Attorney,
City Attorney