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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

July 1, 2003 to June 30, 2005

Unit 1

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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 (hereinafter, "Unit 1"):

H-2	Fire Fighter
H-3	Fire Fighter Paramedic
H-4	Inspector, Bureau of Fire Prevention and Public Safety
H-6	Investigator, Bureau of Fire Prevention
H-10	Incident Support Specialist
H-16	Technical Training Specialist, Fire Department
H-18	Coordinator of Community Services
H-19	Operations - Training Supervisor, Airport

H-20	Lieutenant, Fire Department
H-22	Lieutenant, Bureau of Fire Prevention and Public Safety
H-24	Lieutenant, Bureau of Fire Investigation
H-28	Lieutenant, Division of Training
H-29	Special Services Officer
H-30	Captain, Fire Department
H-32	Captain, Bureau of Fire Prevention and Public Safety
H-33	Captain, Emergency Medical Services
H-39	Captain, Division of Training

2.2 The City agrees that in the event it creates any new uniformed Fire Department classification below the rank of Battalion Chief during the term of this Agreement, such new classification shall automatically be accreted to this bargaining unit and be covered under the terms and provisions 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, or sexual orientation, or gender identity, nor shall such a person be the subject of sexual or racial harassment.

3.2 Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to this Agreement, the Meyers-Milias-Brown Act, and/or Charter Sections A8.590-1 through A8.590-7.

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.

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 1. 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, except the arson investigation unit, shall run from 0800 to 2000 hours; or from 2000 to 0800 hours. In the arson investigation unit, the watches shall run from 1200 hours to 2400 hours or from 2400 hours to 1200 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 A reasonable number of employees designated and authorized by the Union shall be granted release time (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. No member 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 member is assigned.

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

SECTION 6. UNION SECURITY

6.1 Designation of Management, Supervisory and Confidential Employees

a. Except as provided otherwise herein, the provisions of this Section shall apply to all employees in classifications covered under this Agreement when on paid status.

b. However, the provisions of this Section shall not apply to individual employees of the Fire Department who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Administrative Code (Employee Relations Ordinance).

c. When the Employee Relations Director receives a request from the Chief of the Fire Department or designee to designate position(s) as management, supervisory or confidential, the Employee Relations Director shall give the Union notice of such request. The Union shall have ten (10) business days within which to request a meeting to discuss the requested designation(s). Upon request of the Union, the Employee Relations Director and the Union shall meet to discuss the requested designation(s). The Employee Relations Director shall thereafter approve or disapprove the requested designation(s).

d. If the Union disagrees with such designation(s), the Union may submit the matter to an Administrative Law Judge for hearing and final determination.

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

6.2 Agency Shop

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

6.3 Payroll Deductions

a. The Union shall provide the Employee Relations Director with a current statement of membership dues and service fees. Such statement of membership dues and service fees shall be amended as necessary.

b. The City Controller may take up to thirty (30) days to implement changes in membership dues and service fees after receipt by the Employee Relations Director of an amended statement of dues and fees.

c. The Controller shall continue to make deductions of membership dues or service fees, as appropriate, from the regular periodic payroll warrant of each member of the Unit.

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

6.4 Financial Reporting

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

6.5 Religious Exemption

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

6.6 Hudson Compliance

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

SECTION 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.

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 General Wage Increase

Subject to the Reopener provision below, there shall be no increase in base wage rates for the term of this Agreement.

9.2 Reopener: To address the uncertainty of the state budget impact and the local economic recovery upon the City's budget, either the City or the Union may reopen this Agreement by giving written notice to the other no later than April 1, 2004, for the second year of this Agreement, to discuss wages and/or retirement contributions which reflect the local economy and the City's budget. Negotiations and disputes shall be governed by Charter Section A8.590-1 *et seq*.

9.3 Newly hired H-2 employees shall enter at salary step 1. Advancement to step 2 shall be upon satisfactory completion of the probationary period. Advancement to subsequent steps shall be upon completion of one year of service at that step. Salary adjustments shall be made effective the first full pay period following the effective date.

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

SECTION 10. PARITY

10.1 The parties agree that in the event any 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 base wage of Q2 Police Officer and H-2 Fire Fighter, a salary (general base wage) increase shall be automatically implemented for the members of this bargaining unit in the amount necessary to maintain base wage salary parity between H-2 Fire Fighter and Q2 Police Officer.

SECTION 11. RETIREMENT

11.1 City Pick Up Of Member Contributions. In addition to the amounts the Charter requires the City to contribute to the retirement system, the City shall continue to pick up the entire employee's share of retirement contributions to the San Francisco City & County Employees' Retirement System (SFERS).

11.2 The aforesaid contributions 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.

11.3 The City shall not treat these contributions as compensation subject to income tax

withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

11.4 Notwithstanding sections 11.1 through 11.3, for Fiscal Year 2003-2004 of this Agreement, employees shall pay their own employee retirement contributions in an amount equal to 7.0% (old plan) or 7.5% (new plan) of covered gross salary. At the close of business June 30, 2004 the parties will return to the status quo ante (i.e., full "pick-up" of the employees' retirement contributions by the City).

11.5 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 carry forward monies from the Tuition Reimbursement Program as provided in this Agreement will be used to cover the cost of these seminars. The City recognizes the important role played by the Union in preparing, coordinating and putting on this seminar. In recognition of this, the City shall provide the Union $6,000 per fiscal year for such purposes. The Union will account for all expenditures and return any unused funds to the City to be credited to the MOU Tuition Reimbursement Program set forth in this Agreement.

SECTION 12. HOURS

12.1 Fire Suppression personnel and employees in classification of H-3 Fire Fighter/Paramedic and H-33 EMS Captain who are not assigned to administrative assignment shall work a 24-hour shift (two (2) consecutive twelve-hour watches) and a 48-hour average work week, on an alternating (A, B, C) work schedule, and a 21-day tour of duty. Each such 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day.

12.2 Fire Prevention personnel shall work a 10-hour shift and a 40-hour average work week. Except by consent of the individual, such personnel shall receive three (3) consecutive days off.

12.3 Fire Investigation personnel assigned to Fire Suppression shall work a 24-hour shift commencing at 1200 hours and continue through 1200 hours the following day. Fire Investigation personnel shall work a 48-hour average work week.

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

SECTION 13. OVERTIME COMPENSATION

13.1 The Chief of the Department or designee may require members to work longer than the regular work day or the regular 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 (1-1/2) times the base hourly rate, except as otherwise required by the FLSA. For the purposes of this section, statutory holidays and vacation hours shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

13.2 In addition, when the Chief of the Department or designee requires a member to return to work at a time other than the member's regularly scheduled shift, such mandatory work time shall be compensated as overtime.

13.3 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.

13.4 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 96-hour biweekly rate).

SECTION 14. COMPENSATORY TIME ("TIME COMING")

14.1 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. The maximum amount of accumulated compensatory time ("time coming") shall be 480 hours. Once a bargaining unit member reaches this maximum, the member can only be paid in cash for all work for which he or she would otherwise be eligible and approved to earn compensatory time.

14.2 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.

14.3 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.

14.4 Restrictions on Requests for Non-Emergency Time Coming

a. In order to provide consistent staffing throughout each tour of duty, 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.

14.5 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. 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 15. STANDBY PAY

15.1 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 ten percent (10%) of base pay for the period of such standby service. When such employees are called to perform their duties, they shall be paid at their regular rate of pay at the appropriate straight-time or overtime rate for all time while engaged in the performance of their duties plus actual travel time to and from the assignment not to exceed one (1) hour of travel time each way.

SECTION 16. SENIORITY LIST

16.1 The Fire Department shall maintain and post biannually a current seniority list on approximately January 1 and July 1 of each year during the term of this Agreement.

SECTION 17. DEFINITION OF SENIORITY

17.1 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.

17.2 Notwithstanding the above, seniority within the rank of H-3 Firefighter Paramedic for members who were in the Department as of July 1, 1997 and who completed paramedic training by February 1, 2000 shall be calculated using an "odd/even" plan as follows: members appointed to this rank who previously held permanent appointment to the rank of H-2 Firefighter shall be assigned odd seniority numbers and members who previously held permanent appointment to the rank of H-1 Firefighter Paramedic shall be assigned even seniority numbers. For members who were not in the Department as of July 1, 1997, seniority within the rank of H-3 Firefighter Paramedic shall be calculated from the date of the appointment to the H-3 rank, except that seniority for members in the fourth and fifth paramedic classes shall be in accordance with General Order 99 A-99. Seniority numbers previously granted to H-3 Firefighter Paramedics will remain the same.

17.3 Further, seniority within the rank H-33 EMS Captain shall be identical with that of the DPH Paramedic Division sign up roster for all persons appointed to the H-33 rank from class 2534.

17.4 Seniority for employees appointed to the same rank on the same day shall be calculated for new employees using the Department's lottery method and for promotional employees, by using an employee's ranking on the eligibility list of said rank.

SECTION 18. ASSIGNMENTS AND TRANSFERS

18.1 Assignments and transfers shall be made pursuant to the provisions of Article No. 39, Rule 3953 of the Rules and Regulations of the Fire Department.

18.2 Employees who are appointed from the rank of H-2 Firefighter to the rank of H-3 Firefighter/Paramedic shall be entitled to reinstate to the rank of H-2 Firefighter after five (5) years of continuous service in the rank of H-3 Firefighter/Paramedic, except that such reinstatement may be permitted at an earlier date in cases of extreme personal hardship or when a H-3 Firefighter/Paramedic can no longer perform the duties of a paramedic and is

able to perform the duties of Firefighter subject to the approval of the Chief of Department.

18.3 All reinstatements will become effective based on the Department's assessment of its operational needs and service to the public. Upon reinstatement, the employee's years of service in the rank of H-3 Firefighter/Paramedic shall be counted as years of service in the rank of H-2 Firefighter for the purpose of determining seniority in that rank.

18.4 Vacant Tour Assignments within Suppression shall be awarded by seniority on the basis of the then current seniority list.

Assignment of Apparatus Operators, Emergency Medical Technicians and Associated Relief Personnel

18.5 Assignment to permanent vacancies in designated Apparatus Operator and EMT positions will be in accordance with §3953 of the Rules and Regulations. Personnel holding permanent assignment to these positions will keep the position, providing they remain qualified and subject to the provisions of §3953 of the Rules and Regulations.

18.6 Short term vacancies, sixty (60) days or less, will be filled on a daily basis by a qualified person in the following order:

a. Assigned members in the company by seniority, provided that such member is regularly scheduled for work on that day in that company.

b. Assigned members in the station by seniority.

c. Vacation relief or detailed members by seniority.

NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a qualified permanent member in the company or station willing to be temporarily assigned to the position.

18.7 Long term vacancies, more than sixty (60) days, will be temporarily filled, until the position is advertised and permanently filled, by a qualified person in the following order:

a. Assigned members in the company as designated by the Captain of the company, with due regard for seniority.

b. Assigned members in the station as designated by the Captain of the company, with due regard for seniority.

c. Vacation relief personnel will be assigned to the position by the Bureau of Assignments, with due regard for seniority.

NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a permanent qualified member in the company or station willing to be temporarily assigned to the position.

18.8 In no case may a person own two positions.

18.9 Temporary reassignments may not be made of personnel occupying a similar assignment in the same or another company.

Assignment to the Emergency Communications Department ("ECD")

18.10 It is the goal of the City and County of San Francisco to staff the ECD with non-uniformed dispatchers.

18.11 The regular schedule for members assigned to the ECD shall be a twelve (12) hour shift and a forty-two (42) hour average workweek. Shifts will be based on a six (6) week rotating A, B, C, D schedule of "three days on and three days off." The day shift will be from 0700-1900 and the night shift will be from 1900-0700. These schedules shall be considered a suppression assignment.

18.12 Members assigned to the ECD shall receive dispatcher premium pay of eight percent (8%) of the base rate of pay for all hours worked during the forty-two (42) hour workweek at the ECD. Premium payments provided in this section shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement 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 and County Employees' Retirement System or any other benefit which is a function or percentage of salary.

18.13 Overtime compensation shall be defined as hours worked in excess of the hours as set forth above.

18.14 The Department will consider the following criteria for selecting members for assignment to the ECD in the following order:

(1) volunteers;

(2) members with the least seniority in rank.

18.15 Members who have been assigned and/or detailed to the ECD and have worked a maximum of 2316 hours (193 12-hour shifts), shall be reassigned to a shift in the field. The computation of the required hours shall include actual hours worked on or after April 1, 2000 at the ECD, excluding overtime.

18.16 If necessary to meet the operational needs of the ECD on a particular day, members may be detailed from the field to the ECD for up to twelve (12) hours. The Department will

not detail members to the ECD for less than twelve (12) hours or after 8 p.m. except for training purposes or due to unforeseen exigent circumstances. Members detailed to the ECD shall be chosen in the following order:

(1) newly trained members awaiting assignment;

(2) members who have been assigned to the ECD within the previous thirteen (13) months shall be chosen according to the ECD "detail chart."

18.17 The City shall provide communications training for members who are assigned to work at the ECD. No member shall be assigned or detailed to work at the ECD until he/she is fully trained. The City shall provide communications training so that members will be fully trained prior to their assignment.

18.18 The Department shall grant requests for IDVs and TCs for members assigned to the ECD received before December 15 on the basis of seniority. The Department shall act on requests for IDVs and TCs received after December 15 in the order received. Requests for IDVs and TCs shall be approved or rejected by the Department, in writing, within five (5) business days of such request.

18.19 The Department shall honor all previously approved elective leave requests in the event a member is reassigned to the ECD or if a member is reassigned from the ECD to the field.

18.20 Break schedules for members assigned to the ECD shall be established by the Fire Department.

18.21 No member shall be permanently excused from assignment and/or detail to the ECD.

SECTION 19. VACATION LEAVE

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

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

19.3 If revisions to Administrative Code Sections 16.11 and 16.12, dated May 2, 2003, are adopted by the Board of Supervisors, this section will be amended to comply therewith. If said revisions are rejected by the Board of Supervisors, the parties to this Agreement will meet and confer within ninety (90) days of rejection by the Board of Supervisors to develop a plan consistent with Administrative Code Sections 16.11 and 16.12.

Intermittent Daily Vacation Hours

19.4 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:

19.5 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.

19.6 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.

19.7 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.

19.8 Requests for IDV hours shall be forwarded after the release of the annual vacation schedule for the next calendar year. Requests received on or before December 15 will be granted or denied on the basis of seniority in rank. Requests for IDV hours received after December 15 will be granted or denied in the order in which they are received.

SECTION 20. HOLIDAYS

20.1 Non-Suppression Personnel

a. 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;
- Columbus 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.

b. Floating Holidays

1. Effective July 1, 2003, non-suppression personnel shall be granted four (4) floating holidays per fiscal year to be taken with approval of the Chief of the Department or designee.

2. Further, in recognition of their agreement to resume their mandatory employee retirement contribution, non-suppression personnel shall be entitled to additional floating holidays during Fiscal Year 2003-2004 as follows:

   a. Non-suppression personnel regularly scheduled to work four ten-hour days in a work week shall receive four (4) additional ten-hour floating holidays.

   b. Non-suppression personnel regularly scheduled to work five eight-hour days in a work week shall receive five (5) additional eight-hour floating holidays.

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).

c. 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.

20.2 Fire Suppression Personnel

a. Twenty-four (24) hour fire suppression personnel shall be paid a six percent (6%) holiday premium per pay period, excluding overtime compensation and premiums, as holiday compensation for the holidays specified in Section 20.1. Upon declaration by the Mayor of any holiday in addition to those specified in Section 20.1(a), 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. For the term of this Agreement, employees shall receive an additional one percent (1%) in recognition of their agreement to resume payment of the employee retirement contributions.

c. Members who utilize sick pay on the shift commencing on the day before, the shift commencing on the day of, or the shift commencing on the day after a specified holiday shall not receive the six percent (6%) holiday premium for two pay periods. For the Thanksgiving holidays, a single continuous usage of sick pay by a member during any or all of the shifts commencing on the day before Thanksgiving Day, Thanksgiving Day, the Day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that member not receiving the six percent (6%) holiday premium for the two subsequent pay periods. Members on disability leave and/or members working a forty (40) hour-per-week schedule on a temporary modified duty assignment on any specified holiday shall not receive the six percent (6%) holiday premium for that one pay period.

SECTION 21. STAFFING

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

a. Engines - All fire engines shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 hours and 2000 hours, all fire engines shall be staffed with one officer and three firefighters.

b. Rescue Squads - All rescue squads shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 and 2000 hours, all rescue squads shall be staffed with one (1) officer and three (3) firefighters.

c. Trucks - All trucks shall be regularly and routinely staffed with one (1) officer and four (4) firefighters. Any truck with an inoperative aerial ladder shall be regularly and routinely staffed with one (1) officer and five (5) firefighters for the period of time that the aerial ladder is inoperative, or until such time as the truck with the inoperative aerial ladder is replaced with a truck with an operative aerial ladder. At 0800 and 2000 hours, all trucks shall be staffed with one (1) officer and four (4) firefighters, and any truck with an inoperative aerial ladder shall be staffed with one (1) officer and five (5) firefighters.

21.2 The Department shall have no less than five (5) H-10 Incident Support Specialists on duty from 0800 to 2000 hours and from 2000 to 0800 hours each day. Deployment shall be at the discretion of the Chief of the Department.

21.3 The Department shall have one (1) H-33 (EMS Captain on radio/communications/C-MED) on duty seven (7) days each week, 24 hours each day.

21.4 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 22. SHIFT AND WATCH EXCHANGES

22.1 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 23. WORKING OUT OF CLASSIFICATION

23.1 Daily Acting Assignments (Suppression)

Suppression members 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 member shall receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability. Daily acting assignments shall be made according to a member'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.

23.2 Long Term Acting Assignments (Suppression)

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

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

(2) The member 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 member shall receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability. Acting Assignment Pay shall be retroactive to the first day of the assignment.

23.3 Non-Suppression Acting Assignments

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

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

(2) The member 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.

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

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 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 in Fire Science or related field;

(2) Bachelor of Arts or Bachelor of Science degree in related field;

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

24.3 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. Training and Education Achievement Pay 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 25. HAZARDOUS MATERIALS PAY

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

25.2 Hazardous Materials 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.

SECTION 26. EMERGENCY MEDICAL TECHNICIAN PAY

26.1 Each Engine Company, Rescue Squad and Truck Company shall be regularly staffed with at least one Emergency Medical Technician (EMT) during each watch.

26.2 A qualified EMT temporarily assigned to carry out the duties of the regularly assigned EMT for a minimum of one full watch shall receive 5 percent (5%) of base pay when performing such work prorated for each watch so assigned.

26.3 Each Engine Company, Rescue Squad and Truck Company shall be regularly staffed with one Emergency Medical Technician (EMT) during each watch. Assignment pay for

such EMTs shall be 5 percent of base pay when performing such work. Such pay shall only be paid to members who are actually assigned to and performing the EMT function.

26.4 If EMTs are assigned to an ambulance, those EMTs shall receive an eight percent (8%) assignment pay.

26.5 If a regularly assigned EMT is unavailable for duty, temporary assignments shall be made in conformity with the procedures specified in this Agreement.

26.6 EMT 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.

SECTION 27. APPARATUS OPERATOR ASSIGNMENT PAY

27.1 Employees assigned to perform the duties of apparatus operator (pump operator, aerial truck operator, tiller operator, Rescue Squad driver, Bureau of Equipment driver, Service Squad driver and Airport apparatus driver) shall receive Apparatus Operator Assignment Pay of 5 percent (5%) of their base pay for performing such work. Apparatus Operator Assignment Pay shall be paid only to members actually assigned to and performing this function.

27.2 The above designated positions currently assigned shall continue following execution of this Agreement. Vacancies in such assignments shall be filled in accordance with practices in effect at the time of the execution of this Agreement.

27.3 If a regular apparatus operator as described above is unavailable for duty, Relief Apparatus Operators (RAOs) shall be assigned on a daily basis and paid pro-rata assignment pay for each full watch so assigned in conformity with the procedures specified in this Agreement.

27.4 Qualifications shall be established through methods and procedures determined by Fire Department administration.

27.5 Apparatus Operator Assignment 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.

SECTION 28. ADMINISTRATIVE ASSIGNMENT PAY

28.1 Members assigned by the Chief of the Department from the field to a forty (40) hour work week to perform administrative assignments as determined by the Chief of the Department will receive additional compensation of $175 biweekly.

28.2 Members eligible for Administrative Assignment Pay shall be eligible to receive only the Training and Education Achievement Pay for his/her designated rank as provided under this Agreement. Members eligible for Administrative Assignment Pay shall not be eligible to receive Hazardous Materials Pay, as provided under this Agreement.

28.3 Members who are assigned to positions or functions which require staffing seven days a week shall not be eligible to receive Administrative Assignment Pay; however, such members shall be eligible to receive holiday pay in the same manner as members assigned to 24-hour shift schedules.

28.4 Administrative Assignment 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, except that any Administrative Assignment Pay that was being paid to a member at the time the member became disabled shall be included in the member's disability benefits.

SECTION 29. PREMIUM PAYMENTS

29.1 Employees who begin participation in the Department's paramedic cross-training program after ratification of this Agreement, and who obtain a California paramedic license and are appointed to an H-3 Firefighter/Paramedic position shall, upon successful completion of the cross-training program, receive a lump sum payment based on the following formula:

a. Three percent (3%) of base pay for all periods of active participation in the paramedic cross-training program beginning with the commencement of the employee's participation in the program and ending with the completion of the initial six (6) month training requirements, and

b. Five percent (5%) of base pay for all periods of active participation in the paramedic cross-training program beginning with completion of the initial six (6) month training requirements and ending with completion of the program.

29.2 However, if, within five (5) years of the date of the original paramedic license, an employee who received a lump sum payment related to the paramedic cross-training program fails to maintain a paramedic license or requests to be reinstated to an

appointment not requiring a paramedic license and such request is approved, such employee shall be required to repay the money he/she received.

29.3 Employees who enrolled in the paramedic cross training program prior to ratification of this Agreement, shall continue to receive a three percent (3%) biweekly paramedic training differential. The paramedic training differential shall be increased to five percent (5%) biweekly upon satisfactory completion of the initial six (6) month training requirements and continued participation in the paramedic cross training program.

29.4 Employees in the rank of H-3 Firefighter/Paramedic who are designated as a certified Preceptor in relation to paramedic or other emergency medical services training activities shall be paid an eight percent (8%) Preceptor differential in addition to their base pay for any hours during which they are assigned to train a member of the San Francisco Fire Department.

29.5 Employees in ranks of H-20 Lieutenant and H-30 Captain who are currently certified by the SFFD EMS Medical Director as a paramedic shall be paid an additional $26.50 biweekly incentive pay for as long as they maintain such certification.

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

29.7 Employees who have completed twenty-five (25) years or more of service as a uniformed member of the Department shall receive 2% retention pay. Retention Pay shall be included for purposes of retirement benefit calculations and 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 twenty-five (25) years or more 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.

29.8 Effective July 1, 2004, employees shall receive one percent (1%) Terrorism Response Training Pay. This premium is in recognition of mandated specialized training in dealing with emergencies involving terrorism and bio-terrorism. Terrorism Response Training 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 all ranks and shall be included for the purposes of retirement benefit calculations and contributions. Members on disability shall continue to receive Terrorism Response Training Pay. Funding for this premium is anticipated from Federal Homeland Security grants.

29.9 Preceptor differential pay, EMT pay, Paramedic Incentive pay, Apparatus Operator Assignment pay, and/or bilingual pay may be stacked with Terrorism Response Training Pay, Retention Pay and either Hazardous Material Pay or Training and Education

Achievement Pay. Members who are permanently assigned by the Chief of Department to a Hazardous Material Specialist assignment may stack these premiums with Terrorism Response Training Pay, Retention Pay, Hazardous Material and Training and Education Achievement Pay. There shall be no other pyramiding or stacking of premium payments provided in this Agreement.

29.10 Premium payments provided in this section shall be considered as part of an employee's regular rate of pay for the purpose of computing overtime pay due under this Agreement only to the extent required by the Fair Labor Standards Act. Except for Retention Pay as provided in Section 29.7 and Terrorism Response Training Pay as provided in Section 29.8 premium payments provided in this section 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.

SECTION 30. FAMILY CARE AND MATERNITY/PATERNITY LEAVE

30.1 Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.

30.2 The starting date for maternity leave is a decision of the member and her doctor.

30.3 The return date from maternity leave is a decision of the member and her doctor.

30.4 The member has the right to include vacation time, sick leave and/or any other accrued leave in maternity leave.

30.5 All bargaining unit members who have one or more years of continuous service in the San Francisco Fire Department shall be granted up to one year of unpaid family care leave for the following reasons:

1. The birth of a biological child of the employee;

2. The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker.

3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or

4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the

employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

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

30.7 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).

30.8 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.

30.9 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.

30.10 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.

SECTION 31. HEALTH AND DENTAL COVERAGE

31.1 Employee Health Coverage: 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 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.

31.3 Dependent Health Coverage: 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.

31.4 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.

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

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

31.7 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.

31.8 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.

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

31.10 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.

31.11 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.

31.12 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

31.13 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.

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

31.15 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 City shall continue the pilot "wellness incentive program" to promote workforce attendance.

32.2 Any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

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

Example of Calculation:
Employee A retires with 20 years of service.
Employee A has a sick leave balance of 500 hours.
Employee A has a base salary rate of $25.00 per hour at the time of separation.
Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
50% x 500 hours = 250 hours.
250 hours x $25.00 (base salary at time of separation) = $6,250.00

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.

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.

33.2 The City shall also furnish all bargaining unit members assigned to ambulance duty and all bargaining unit members in the classification of H-33, Captain, Emergency Medical Services, with turnouts, and protective eye wear (splash shield). The City shall also make available ballistic vests to the members described in this section. The City shall also provide raingear for all members assigned to ambulance duty.

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 two portable Department radios, in working order, and each member of a rescue squad with one such radio while on duty.

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) AIDS in the workplace; (2) Diesel emissions exposure in fire stations; (3) Asbestos exposure and removal; (4) Hearing loss and hearing protection. 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.

SECTION 36. TESTING OF AERIAL DEVICES

36.1 The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using NFPA 1914 Testing Fire Department Aerial Devices, 1988 Edition, recommended or equivalent test procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. Copy of the test results shall be supplied to each member of the SFFD Joint Health and Safety Committee and to the Union.

SECTION 37. NOTICE OF CHARGES

37.1 All members of the bargaining unit 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) full-time Stress Unit members with active Stress Unit Committee participation and coordination with the City's Employee Assistance Program.

SECTION 39. PROBATIONARY PERIOD

39.1 The probationary period for newly hired employees shall be twelve (12) months from the

date of completion of the initial Fire College training. Such probationary members 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.

39.2 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. However, the probationary period for members being promoted to the rank of H-3 Firefighter/Paramedic shall be twelve (12) months of actual service from the date of appointment to that rank.

39.3 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.

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

39.5 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 B Firefighter" driver's license. 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 EXAMINATION/DRUG & ALCOHOL SCREENING

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

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 a member's probationary period, whether from initial appointment or promotion.

c. Prior to and upon return from leaves of absence with or without salary in excess of thirty (30) calendar days.

d. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.

e. When there is reasonable suspicion that a member is under the influence of drugs or alcohol while on duty.

41.2 In addition, subject to the discretion of the Chief, all apparatus operators involved in a vehicular accident may be subject to a physical examination.

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 Any bargaining unit member ordered to undergo a mandatory physical examination for reasonable suspicion 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 administration of the mandatory physical examination.

41.5 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.

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. 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 Effective upon the date of ratification of this Agreement, 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; forty (40) calendar days during the second year of employment, and sixty (60) calendar days after the end of the second year of employment, and 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 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 20, Administrative Assignment Pay as provided in Section 28, Training and Education Achievement Pay as provided in Section 24 and Retention Pay as provided in Section 29.7. 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 The Department will discuss the available options with members who are on temporary modified duty as of January 5, 2002, and determine whether they are eligible under the Department's modified duty policy to continue on temporary modified duty, or whether one of the other options set forth above is appropriate. If such members are continued on temporary modified duty, the first day of such duty shall be deemed to be January 5, 2002. If such a member is otherwise ineligible under the Department's modified duty policy, the member shall be entitled to a temporary modified duty assignment for a period of twelve (12) months starting January 5, 2002, in the case of an industrial injury or illness, or three (3) months starting January 5, 2002, in the case of a non-industrial injury or illness. At the end of the appropriate time period, the member will be subject to the provisions of Section 44.6.

44.8 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.

44.9 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.

44.10 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 two (2) years old, and those with additional penalty more than five (5) 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.

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 provide employees in the ranks of H-3 Firefighter/Paramedic who request to qualify as a Preceptor with the appropriate training subject to approval of the Chief of Department. 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. The City shall pay all fees and costs related to such training.

46.3 The City shall pay for all applicable Relicensure or any other fees required to maintain a California State Paramedic license for employees in the ranks of H-3 Firefighter/Paramedic and H-33 EMS Captain.

46.4 In order to maintain their fire suppression skills, all uniformed members in the Bureau of Fire Prevention and the Bureau of Fire Investigation shall attend a minimum of eight (8) hours of training per year at the Division of Training to cover all aspects of structural fire fighting, including ladder raising and use of SCOT air packs and forcible entry tools.

Tuition Reimbursement Program

46.5 The City agrees to allocate $4,000 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 be carried forward to the next fiscal year.

46.6 Subject to the DHR Guidelines, a member may submit a request for reimbursement up to $250.00 during each fiscal year.

46.7 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 they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the American with Disabilities Act and further agree that this Memorandum 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 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 against the City and County of San Francisco.

SECTION 50. LABOR-MANAGEMENT COMMITTEE

50.1 There shall be a Labor-Management Committee consisting of three (3) representatives appointed by the President of the Union and three (3) representatives appointed by the Chief of Department. The Committee shall meet quarterly to discuss employer-employee issues of mutual concern. The Committee shall have the authority to make recommendations to the Union and the Chief of Department, and through the Chief of Department, to the Fire Commission.

SECTION 51. H-3 ADVISORY COMMITTEE

51.1 There shall be an H-3 Advisory Committee of three (3) representatives appointed by the President of the Union and three (3) representatives appointed by the Chief of Department. The Committee shall meet monthly to discuss issues concerning H-3 Firefighters/Paramedics. The Committee shall have the authority to make recommendations to the Union and the Chief of Department, and through the Chief of the Department, to the Fire Commission.

SECTION 52. NEGOTIATION RESPONSIBILITIES

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

SECTION 53. SEVERABILITY

53.1 Should any provision of this Memorandum 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 54. TERM

54.1 This Agreement shall remain in full force and effect from July 1, 2003, to and including June 30, 2005.

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: _____2003

FOR THE CITY AND COUNTY OF SAN FRANCISCO:

Andrea Gourdine, Director
Department of Human Resources

Alice Villagomez
Deputy Director, ERD

Mario H. Treviño, Chief
San Francisco Fire Department

Stephen A. Nakajo, President
San Francisco Fire Commission

APPROVED AS TO FORM:
CITY ATTORNEY

Martin Gran
Deputy City Attorney

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

John F. Hanley, President

Joseph P. Moriarty, Vice President

Francis D. Kelly, Secretary