



**SF FIREFIGHTERS, Local 798 –
 Tentative Agreement**

Firefighters, Local 798, Unit 1 & Unit 2

Date: _____

Time: _____

The parties agree that all changes negotiated during Local 798 negotiations for Firefighters Unit 1 will also apply to Firefighters Unit 2 as applicable, i.e., new provisions or provisions where Unit 2 has corresponding MOU provisions to Unit 1.

Agreement:

For the City: _____

Date: 4/26/18

For the Union: _____

Date: 4/26/18

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IAFF Local 798 and CCSF (2018 MOU Negotiations) - Tentative Agreements

March 23, 2018

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 29. SICK LEAVE ORDINANCE

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

SECTION 35. MANAGEMENT RIGHTS

- 35.1 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.
- 35.2 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.

IAFF Local 798 and CCSF (2018 MOU Negotiations) - Tentative Agreements
March 23, 2018

SECTION 44. EMERGENCY RESPONSE VEHICLES

44.1 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 48. AMERICANS WITH DISABILITIES ACT

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

SECTION 52. H-3 ADVISORY COMMITTEE

52.1 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 EMT/Paramedic/Firefighters. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the H-3 Advisory Committee. 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 53. NEGOTIATION RESPONSIBILITIES

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

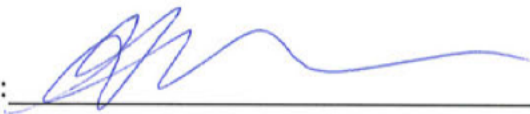
**IAFF Local 798 and CCSF (2018 MOU Negotiations) - Tentative Agreements
March 23, 2018**

SECTION 54. SEVERABILITY

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

Agreement:

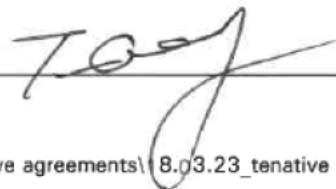
For the City:



Date:

4/18/18

For the Union:



Date:

4/17/18



**SF FIREFIGHTERS, Local 798 –
 Tentative Agreement**

City Proposal #1 (Amended 4/24/18)

Date: _____

Time: _____

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 EMT/Paramedic/Firefighter
- H-4 Inspector, Bureau of Fire Prevention and Public Safety
- H-6 Investigator, Bureau of Fire Prevention
- H-8 Per Diem EMT/Paramedic (non-sworn classification)
- 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-23 Lieutenant, Emergency Medical Services**
- 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 Wages, hours and other terms and conditions of employment for H-8 Per Diem EMT/Paramedic employees are set forth in Appendix A to this MOU. Only the contractual provisions contained in the Appendix apply to employees in the H-8 classification and no other contract provisions in this MOU apply to such employees.

2.3 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

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Employee Relations

City and County of San Francisco
Department of Human Resources

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SF FIREFIGHTERS, Local 798 – Tentative Agreement

new classification shall automatically be accreted to this bargaining unit and be covered under the terms and provisions of this Agreement.

Agreement:

For the City: _____ Date: 4/24/18

For the Union: _____ Date: 4/25/18

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Union Proposal Section 3

Date: _____

Time: _____

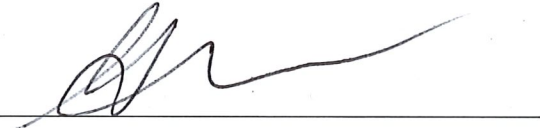
SECTION 3. NO DISCRIMINATION

3.1 The City and the Union agree that no member shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, union membership or activity, sexual orientation, or gender identity, nor shall such a person be the subject of sexual or racial harassment, **nor discrimination or retaliation on any other basis prohibited by law.**

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

Agreement:

For the City:



Date:

4/26/18

For the Union:



Date:

4/26/18

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City Proposal #4 / Union Proposal Section 5

Date: May 8, 2018

Time: 11:45 AM

SECTION 5. UNION BUSINESS

5.1 ~~A reasonable number of employees designated and authorized by the Union shall~~ **The City will grant reasonable release time to Union representatives** 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. **Union representatives must work a minimum of 2/3 of their regularly scheduled monthly total shifts (e.g., six out of nine watches minimum) to be eligible for release time.** No **Union representative** 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 **Union representative** member is assigned. ~~Union representatives (including Union officers) shall not use trades in lieu of, or to supplement, release time.~~

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

~~5.3~~ 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 **(i.e., not on a Trade Work or Mandatory Overtime day)**, and provided such use of on-duty time is reasonable.

5.4 The City agrees to provide the Union President with full-time release time in the amount of fifty percent (50%) of the Union President's regular schedule, which shall be the only release time provided by the City for the President. The Union will reimburse the Department for fifty percent (50%) of the Union President's salary each pay period as set forth in section 5.8 below. The Union President must work a minimum of two of his/her nine regularly scheduled monthly total shifts to be eligible for release time, and will make his or her best efforts to work an average of 4.5 shifts per month.

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2018

SF FIREFIGHTERS, Local 798 – Tentative Agreement

- 5.5 While on release time, the Union President will utilize accrued leave, as appropriate, for any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.
- 5.6 During the City-paid portion of release time, the Union President shall engage only in activities related to representation of members.
- 5.7 The Union President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The Union President shall provide documentation to the Chief certifying that during each pay period, the Union President used the hours of City-paid portion of release time only for authorized purposes. The Union President shall provide this certification at the conclusion of each pay period.
- ~~5.8 The Union agrees to reimburse the City for fifty percent (50%) of the Union President's release time. The amount reimbursed to the City shall be 1.35 times the base hourly rate of pay for the permanent rank held by the Union President. The Union shall submit the required payment to the Department within eleven (11) days after the close of each pay period.~~
- 5.9 It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the Union, the Union President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and the departmental Statement of Incompatible Activities. The Union President will sign a statement to that effect at the beginning of the initial period of release time.
- 5.10 As a precondition to providing this release time, the Union agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the Union President during any period of release time. This agreement will be executed prior to the start of the release time.
- 5.11 The parties acknowledge that qualified Union officials utilizing unpaid union leave time may be entitled to receive service credit consistent with Charter Section A8.519.

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**SF FIREFIGHTERS, Local 798 –
Tentative Agreement**

Agreement:

For the City:  _____ Date: 5/8/18

For the Union:  _____ Date: 5/8/18

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City Proposal 5 / Union Proposal Section 6

Date: _____

Time: _____

SECTION 6. UNION SECURITY

6.1 Designation of Management 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 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, 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 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

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Employee Relations

City and County of San Francisco
Department of Human Resources

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SF FIREFIGHTERS, Local 798 – Tentative Agreement

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. **All payroll deductions are subject to Administrative Code Section 16.90.**

6.4 Financial Reporting

Annually, the Union will provide to the service fee payer and the City 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

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**SF FIREFIGHTERS, Local 798 –
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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. **The Union is solely responsible for compliance with all applicable federal and state laws regarding collection of fees.**

6.7 Indemnification

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

6.8 New Employee Orientation

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

Agreement:

For the City:

Date:

9/27/18

For the Union:

Date:

9/21/18

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City Proposal #6 / City Counter to Union Proposal Section 7

Date: _____

Time: _____

SECTION 7. MEDIA RELATIONS

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

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

Agreement:

For the City:  Date: 4/29/18

For the Union:  Date: 4/25/18

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Union Counter to City Proposal 7

Date: _____

Time: _____

SECTION 8. BULLETIN BOARDS, DISTRIBUTION OF MATERIALS, AND ANNOUNCEMENTS [retain status quo]

- 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.

Agreement:

For the City: 

Date: 4/25/18

For the Union: 

Date: 4/26/18

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City Proposal #8 / Union Proposal Section 9

Date: _____

Time: _____

SECTION 9. SALARY

9.1 Employees shall receive the following base wage increases:

- July 1, 2015 — 1%
- July 1, 2016 — 2%
- July 1, 2017 — 2%
- July 1, 2018 — 3%
- July 1, 2019 — 3%

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

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

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

9.4 ~~The parties acknowledge that covered employees previously deferred to January 8, 2011 a 2% wage increase that was originally scheduled to be effective on July 1, 2009.~~

9.5 ~~Employees have deferred to July 1, 2011 the 4% wage increase which was scheduled to be effective on July 1, 2010. Such deferral was subject to the terms set forth in section 9.5.~~

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City and County of San Francisco
Department of Human Resources

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~~9.6 — Employees shall defer to January 7, 2012, 1% of the 4% wage increase which was scheduled to be effective on July 1, 2011. Such deferral is subject to the terms set forth in section 9.5.~~

~~9.7 — In the event that any of the circumstances set forth below in subsection (1) or (2) occurs during any of the economic concession periods set forth in section 9.6, the wage deferrals and increased pension contributions described in sections 9.4, 10.2 and 11.2 shall terminate at the close of business on the last day of the applicable economic concession period during which said circumstance occurs, and no subsequent wage deferrals or increased pension contributions shall become effective during the term of this Agreement:~~

~~1. a violation of Administrative Code section 2A.97 (Proposition F, which requires the Fire Department to fully maintain, staff and operate neighborhood firehouses and emergency apparatus) as adopted on November 8, 2005;~~

~~2. a City Charter amendment (other than a retirement benefits ballot measure adopted by the voters in the November 2011 election) or a State ballot measure or State legislation is implemented by the City during any economic concession period set forth in section 9.6, resulting in any reduction in represented employee wages or fringe benefits, or an increase in the average employee work week set forth in Charter section A8.452; In such event, the parties will thereafter meet and confer in good faith regarding the impact of any such Charter amendment, State ballot measure or State legislation, pursuant to Government Code section 3505 and Charter section A8.590 et seq.~~

~~9.8 — Economic concession periods are as follows:~~

- ~~—— (1) — July 1, 2010 to December 24, 2010.~~
- ~~—— (2) — December 25, 2010 to June 30, 2011.~~
- ~~—— (3) — July 1, 2011 to December 23, 2011.~~
- ~~—— (4) — December 24, 2011 to June 30, 2012.~~
- ~~—— (5) — July 1, 2012 to December 21, 2012.~~
- ~~—— (6) — December 22, 2012 to June 30, 2013.~~

~~9.9 — The wage deferral set forth in section 9.3 and 9.4 shall be restored on July 1, 2011, and January 7, 2012, respectively. The wage deferral set forth in section 10.2 shall be restored on July 1, 2012.~~

~~9.10 — In the event that the City's FY 2011-2012 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-2012 to be less than anticipated, then the wage deferrals set forth in section 10.2 shall be adjusted to reflect the adjustments described~~

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**SF FIREFIGHTERS, Local 798 –
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in Section II.2 of the agreement between the City and the San Francisco Labor Council, Public Employee Committee (“PEC”).

Example: If the parity salary increase is 3%, the wage deferral shall be adjusted as follows:

- (1) — If the projected deficit is \$150 to \$261 million, then the wage deferral set forth in section 10.2 shall be 1.25%.
- (2) — If the projected deficit is \$100 to \$150 million, then the wage deferral set forth in section 10.2 shall be 0.75%.
- (3) — If the projected deficit is less than \$100 million, then the wage deferral set forth in section 10.2 shall be null and void.

9.114 Salary adjustments shall be made effective at the beginning of the first full pay period following the effective date of advancement to the next step.

9.125 Newly hired H-2 employees shall enter at salary Step 1, except that H-3 Level I employees who become H-2 employees shall enter at H-2 Step 2 and H-3 Level II employees who become H-2 employees shall enter at H-2 Step 5. Advancement to the next highest Step shall be upon satisfactory completion of the probationary period and all probationary testing. Advancement to subsequent steps shall be upon satisfactory completion of one year of service at the prior step.

9.136 The H-3 EMT/Paramedic/Firefighter classification shall be a class consisting of three functional levels: Level I, Level II, and Level III. Salary steps are as follows: Level I at Steps 1 to 4, Level II at Steps 5 to 8, and Level III at Steps 9 to 11.

9.147 ~~If~~ Consistent with Civil Service Commission Rules, and upon approval of the Chief of the Department, who shall give due consideration to seniority, H-2 Firefighters who have successfully completed their probationary period and who possess the requisite experience and certification qualifications of an H-3 Level III shall be appointed to the position of H-3.

9.158 Except as otherwise provided herein, newly hired H-3 employees shall enter at Step 1. H-3 employees shall advance from Step 1 to Step 2 upon satisfactory completion of the probationary period, including completion of all probationary testing. H-3 employees shall advance to Step 3 upon satisfactory completion of one year of active service at Step 2. H-3 employees shall advance to Step 4 upon satisfactory completion of one year of active service at Step 3. Subject to the approval of the Chief of the Department, H-3 employees who possess the Level II requisite experience and certification shall advance to Step 5 upon satisfactory completion of a minimum of one year of service in the Department. H-3

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employees shall advance to Step 6 upon completion of one year of active service at Step 5. H-3 employees shall advance to Step 7 upon satisfactory completion of one year of active service at Step 6. H-3 employees shall advance to Step 8 upon satisfactory completion of one year of active service at Step 7.

9.169 Newly hired H-3 employees who possess the Level II requisite experience and certification may be appointed by the Chief of the Department at Step 5. H-3 employees shall advance from Step 5 to Step 6 upon satisfactory completion of the probationary period, including all probationary testing. H-3 employees shall advance to Step 7 upon satisfactory completion of one year of active service at Step 6. H-3 employees shall advance to Step 8 upon satisfactory completion of one year of active service at Step 7. Subject to the approval of the Chief of the Department, H-3 employees who meet Level III requisite experience and certification, including the satisfactory completion of the Candidate Physical Ability Test (CPAT), shall advance to Step 9 in order of seniority.

9.1710 Subject to the approval of the Chief of the Department, newly hired H-3 employees who meet the Level III requisite experience and certification, including the satisfactory completion of the Candidate Physical Ability Test (CPAT), shall be appointed at Step 9. H-3 employees shall advance from Step 9 to Step 10 upon satisfactory completion of the probationary period, including completion of all probationary testing. H-3 employees shall advance to Step 11 upon satisfactory completion of one year of active service at Step 10.

9.1811 Each H-3 employee advancing from Level I to Level II, or from Level II to Level III, must satisfactorily complete an appropriate performance assessment not to exceed one (1) year. Those employees who fail to satisfactorily complete this assessment shall revert to the level and salary step they held prior to the beginning of the assessment. Such employees may request to advance from Level I to Level II or from Level II to Level III after one year of service following reversion to the lower level, and not more often than annually thereafter.

9.1912 For H-2 and H-3 employees, advancement to subsequent salary steps following Step 1 shall be subject to the following:

a. An employee's scheduled step increase may be withheld if the employee's job performance has been unsatisfactory. The Chief shall provide the affected employee with at least sixty (60) calendar days' notice of the intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Chief shall provide notice of his/her intent to withhold a step increase as soon as possible.

b. Employee performance evaluations may be used as evidence by the City and/or affected employees for the purpose of determining whether a step increase should be withheld.

italics = moved existing language

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bold, double underline = new language

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Employee Relations

City and County of San Francisco
Department of Human Resources

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**SF FIREFIGHTERS, Local 798 –
Tentative Agreement**

c. If an employee’s step increase is withheld, that employee shall be re-evaluated in six (6) months to determine whether said employee is then eligible for the step increase. Even if the employee’s step increase has been withheld for some period of time during one fiscal year, the employee shall be eligible for a step increase upon his/her salary anniversary date in the following fiscal year. An employee’s salary anniversary date shall be unaffected by this provision.

d. The withholding of a step increase is subject to the grievance procedure, provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure. Step increases shall not be denied based upon non-merit factors or the discriminatory use of merit factors.

9.2013 In the event an employee’s paramedic license has been suspended, and provided the Department has not initiated discipline against the employee, he/she shall be allowed to utilize accrued vacation, compensatory time, floating holidays and/or unpaid leave for the period of the license suspension, up to a maximum of one calendar year.


Underpayment and Nonpayment of Compensation

9.2114 If it is mutually agreed by the City and the Union that compensation is owed to any employee, the compensation shall be issued as quickly as possible, with the goal of twenty-eight (28) days from the date of the notification to the PPSD or the Department’s payroll division.

~~9.22 Effective July 1, 2007, a one-time adjustment of one percent (1%) shall be included in the base pay of all employees in the bargaining unit, reflecting Section 29.8 of the 2003-2007 MOU.~~

9.2315 The Department will continue to post the schedule of employee wage rates.

Agreement:

For the City:  Date: 5/8/18

For the Union:  Date: 5/18/18

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City Proposal #11 / Union Proposal Section 12.1-12.4

Date: _____

Time: _____

SECTION 12. RETIREMENT

12.1 **For the duration of this Agreement,** Employees shall pay their own employee retirement contributions in **accordance with the Charter** an amount equal to 7.0% (old plan) or 7.5% (new plan) of covered gross salary. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).

~~12.2 Notwithstanding paragraph 12.1 above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two year period beginning July 1, 2011 and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.~~

~~12.3 If the majority of City and County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.~~

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

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**SF FIREFIGHTERS, Local 798 –
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request of the Union to the Employee Relations Director, the City shall **reimburse** provide the Union **for up to** with \$10,000 per fiscal year for such purposes. **The Union shall provide receipts and documentation of its expense. The City shall reimburse in accordance with the Accounting Policies & Procedures set by the City Controller.** ~~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.~~

Agreement:

For the City:  Date: 5/8/18

For the Union:  Date: 5/8/18

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City Proposal #11 / Union Proposal Section 12.5 – 12.9

Date: _____

Time: _____

SECTION 12. RETIREMENT

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

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

~~12.7 Effective July 1, 2010, for Tier I employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage increase deferrals or the parity salary deferrals described in sections 9.2, 9.3, 9.4 and 10.2, said employees’ final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no wage increase deferral or parity salary deferral for Fiscal Years 2010-2011 and 2011-2012.~~

~~12.8 Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the wage increase deferrals or the parity salary deferrals described in sections 9.2, 9.3, 9.4 and 10.2 for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable wage increase deferrals and the pensionable parity salary deferrals for the period used by the San Francisco Employees Retirement System to determine the employee’s final compensation for retirement purposes (Final Compensation Period). Only wages deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.~~

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~~12.9 For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.~~

Agreement:

For the City:  Date: 4/26/18

For the Union:  Date: 4/26/18

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City Proposal #12

Date: _____

Time: _____

SECTION 13. HOURS

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

13.2 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. However, employees transferred to Fire Prevention on or after July 1, 2007 may be placed on a rotating schedule, with no guarantee of three (3) consecutive days off, at the discretion of the Department.

13.3 Fire Investigation personnel assigned to the field shall work a 24-hour shift commencing at 1200 hours and continuing through to 1200 hours the following day. For the duration of this Agreement, said personnel shall work a 48.7-hour average work week.

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

13.5 H-3 Level I and II employees shall work a 40-hour work week which shall consist of four 10-hour shifts. Subject to approval by the Chief of the Department, the Department may choose to implement a 12-hour shift, in which case the parties shall meet and confer concerning the method of implementation. H-3 Level III employees shall work a 24-hour shift (two (2) consecutive twelve-hour watches), a 48.7-hour average work week, and a 31-day tour of duty (i.e., duty cycle).

13.6 Effective July 1, 2019, H-33 Rescue Captains in the field shall work 12-hour shifts. Beginning July 1, 2018, a committee comprising three members from the Union and three members from management will meet to discuss the implementation of this provision.

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**SF FIREFIGHTERS, Local 798 –
Tentative Agreement**

Agreement:

For the City:

Date:

5/8/18

For the Union:

Date:

5/8/18

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