



City Counter to Union Proposal Section 13.6

Date: _____

Time: _____

SECTION 13. HOURS

13.6 Lunch break for Ambulance Employees. Employees assigned to ambulances may take one lunch break of up to thirty (30) minutes per shift but shall remain available on the radio for dispatch. The exact timing of the break will be arranged between the Communications Center and the Rescue Captains. If employees are unable to take a lunch break or if a lunch break is interrupted by a call for service, the employees affected shall have no entitlement to any additional break time or compensation as a result or early release from the shift. This provision shall sunset at 11:59PM on June 30, 2019 unless extended by mutual agreement.

Agreement:

For the City:

Date:

4/12/18

For the Union:

Date:

4/17/18

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City Proposal #14

Date: _____

Time: _____

SECTION 15. COMPENSATORY TIME (“TIME COMING”)

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

a. ~~The maximum amount of accumulated compensatory time (“time coming”) shall be 480 hours (240 hours for H 3 employees at Level I and Level II). Once a bargaining unit member reaches the maximum, the member can only be compensated monetarily for all work for which he or she would otherwise be eligible and approved to earn compensatory time. Effective June 30, 2010, e~~Employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.

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

~~cb.~~ Effective July 1, 2008, aAn employee who is promoted to a higher rank shall have his or her compensatory time balance cashed out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.

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

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maintain up to 40 hours accrual.

- 15.2 All bargaining unit members shall be entitled to use their compensatory time upon reasonable notice provided that such time off is not unduly disruptive to the operations of the Department.
- 15.3 In accordance with 29 U.S.C. 207(o)(5), no request for the use of compensatory time shall be denied on the basis that such use of compensatory time will require the hiring of a replacement on overtime.
- 15.4 Restrictions on Requests for Non-Emergency Time Coming
- a. In order to provide consistent staffing ~~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, **subject to the time coming maximum in this Agreement.**
- 15.5 Emergency Time Coming
- a. Emergency use of time-coming may be granted to officers and members of fire suppression companies by the on-duty battalion chief **or his/her designee.** Firefighters shall request such use through their company officer.
 - b. During regular office hours, the granting officer shall verify with the Bureau of Assignments that the member has sufficient time accumulated to satisfy the request. If emergency compensatory time is requested and granted after normal Bureau of Assignments office hours, the granting Chief Officer shall verify and report the requesting member's time-coming balance by contacting the Bureau of Assignments (between 0700 and 0800 hours) prior to the completion of the Tour of Duty.
 - c. Form 418.2 shall be completed and signed by the granting officer, and submitted through channels to the Bureau of Assignments immediately after verification.

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

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.

Agreement:

For the City:  Date: 5/8/18

For the Union:  Date: 5/8/18

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

City Proposal #15 (Amended – 03.16.18)

Date: _____


Time: _____

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

16.2 Call Back Pay

An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment to perform his/her duties shall be paid a minimum of **four** ~~three~~ (4~~3~~) hours of pay at his/her regular rate of pay at the appropriate straight-time or overtime rate or shall be paid for all time while engaged in the performance of his/her duties ~~plus actual travel time to and from the assignment not to exceed one (1) hour of travel time each way.~~ If an employee on standby is called back to work, call back pay shall be paid in lieu of standby pay.

Agreement:

For the City:  Date: 4/12/18

For the Union:  Date: 4/17/18

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

City Proposal #16 (City withdrew proposal on 3/26/18)

Date: _____

Time: _____

SECTION 17. SENIORITY LIST [retain status quo]

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

Agreement:

For the City: _____ Date: 4/27/18

For the Union: _____ Date: 4/27/18

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

City Proposal #17

Date: _____

Time: _____

SECTION 18. DEFINITION OF SENIORITY

18.1 Departmental seniority shall be determined by continuous service in the Fire Department calculated from the date of employment in a uniformed rank in the San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, Unit 1 Memorandum of Understanding July 1, 2007 – June 30, 2018 Page 24 Department. Seniority in rank shall be calculated from date of appointment to the rank. Continuous service shall be broken only by resignation, discharge or retirement. This section is not intended to change the current rules of the San Francisco Fire Department regarding seniority.

~~18.2 Notwithstanding the above, seniority within the rank of H-3 Level III 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 became employed by the Department between July 1, 1997 and December 31, 2005, seniority within the rank of H-3 Level III 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 granted to H-3 Firefighter Paramedics prior to January 1, 2006 will remain the same.~~

18.23 Seniority for H-3 EMT/Paramedic/Firefighter employees hired on or after January 1, 2006 shall be calculated as follows: Level I– Upon appointment to H-3 Level I. Level II– Upon appointment to H-3 Level II. Level III – Upon appointment to H-3 Level III.

~~18.4 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.~~

18.35 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.

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

Agreement:

For the City: 

Date: 4/24/18

For the Union: 

Date: 4/25/18

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City Proposal #18 / Union Counter

Date: _____

Time: _____

SECTION 19. ASSIGNMENTS AND TRANSFERS

19.1 Assignments and transfers shall be made **as follows:** pursuant to the provisions of Article No. 39, Rule 3953 of the Rules and Regulations of the Fire Department.

1. **Division Chiefs shall be assigned to their positions by the Chief of Department.**
2. **Chiefs' Aides shall be assigned from the list of qualified applicants on the basis of seniority within the Fire Department unless, in the reasonable judgment of the Chief of Department, there are compelling reasons for not following seniority.**
3. **Candidates for permanent membership in the Department shall be temporarily assigned to positions by the Chief of Department for the duration of their probationary period.**
4. **Battalion Chiefs, company officers, firefighters, EMTs, drivers, and tiller operators who have attained permanent status in the Department shall have, subject to the orders and instructions of the Chief of Department, the privilege of applying for positions to which they are eligible and which have been posted as vacant.**
5. **All applications for existing vacancies or for transfers from one company or unit to another, including fireboat, rescue squad and airport duty, shall be granted from the list of qualified applicants on the basis of seniority. The qualifications for all positions within the Department shall be determined and established by the Chief of Department and shall be set forth with specificity.**
6. **All other officers and members not specifically mentioned in the foregoing paragraphs shall be assigned to positions by the Chief of Department.**
7. **All assignments made by the Chief of Department may be revoked by the Chief of Department and reassignments made for the good of the Department.**

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

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

Agreement:

For the City:

Date:

4/24/18

For the Union:

Date:

4/25/18

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City Proposal #20 (Section 19.8 – 19.12) (City withdrew proposal on 3/26/18)

Date: _____

Time: _____

SECTION 19. ASSIGNMENTS AND TRANSFERS [retain status quo]

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

19.8 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. *Section 19.1 ER*

19.9 Short term vacancies, sixty (60) days or less, will be filled on a daily basis by a qualified person in the following order: *Section 19.1 ER*

- 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.

19.10 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.

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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


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

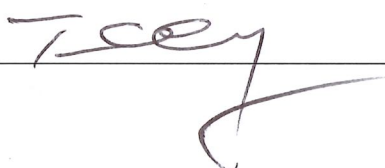
NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a permanent qualified member in the company or station willing to be temporarily assigned to the position.

19.11 In no case may a person own two positions.

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

Agreement:

For the City:  Date: 4/27/18

For the Union:  Date: 4/30/18

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

City Counter to Union Proposal #11

Date: 3/23/18

Time: 10:41am

SECTION 19. ASSIGNMENT AND TRANSFERS

Assignment to the San Francisco International Airport (“SFO”)

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

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

Agreement:

For the City:

Date: 3/23/18

For the Union:

Date: 3/23/18

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

City Proposal #22 / Union Proposal Section 20.4


Date: _____

Time: _____

SECTION 20. VACATION LEAVE

20.4 ~~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.~~

Agreement:

For the City:  Date: 4/24/18

For the Union:  Date: 4/27/18

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City Proposal #23 (Section 21.1(b)(1))

Date: _____

Time: _____

SECTION 21. HOLIDAYS

21.1 Non-Suppression Personnel

b. Designation of Holidays

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

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

Agreement:

For the City: _____

Date: 4/27/18

For the Union: _____

Date: 4/27/18

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Union Proposal Section 33.7 / City Proposal Section 21.2(b)

Date: _____

Time: _____

SECTION 33. WELLNESS PROGRAM

33.7 A second Wellness Program (Wellness II) shall also be in effect for the term of this Agreement. The criteria set below must be met to qualify for Wellness II.

(A) Employees must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours for employees assigned to forty (40) hours of work per week, and three hundred sixty (360) hours for employees assigned to Fire Suppression.

(B) Once an employee has established their core bank of sick leave hours (as provided in 33.2 above), they shall be entitled to an annual conversion of sick leave hours for cash out payment under the above conditions. If an employee assigned to a forty (40) hour workweek utilizes thirty (30) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to fifty (50) hours accrued during that fiscal year. If an employee assigned to Fire Suppression utilizes thirty-six (36) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to sixty (60) hours accrued during that fiscal year. If an employee assigned to a forty (40) hour workweek utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. If an employee assigned to Fire Suppression utilized more than thirty-six (36) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this section.

(C) Payment of the cash out shall take place on annual basis on the pay period closest to July 1 for each remaining fiscal year of this Agreement.

(D) The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.

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SECTION 21. HOLIDAYS

21.2 Fire Suppression-Personnel

- b. Employees who utilize sick pay on the ~~a~~ shift commencing ~~either on~~ **within two calendar days** the day before, the shift commencing on the day of, or the shift commencing **within two days** on the day after a specified holiday **designated in Section 21.1(b)** shall not receive the holiday premium for two pay periods. For the Thanksgiving holidays, a single continuous usage of sick pay by an employee during any or all of the shifts commencing ~~either on the~~ **within two calendar days** before Thanksgiving Day, Thanksgiving Day, the Day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that employee not receiving the holiday premium for the two subsequent pay periods. Employees on disability leave and/or employees working a forty (40) hour per week schedule on a temporary modified duty assignment on any specified holiday **designated in Section 21.1(b)** shall not receive holiday premium for that one pay period.

Agreement:

For the City:

Date:

4/26/18

For the Union:

Date:

4/27/18

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City Proposal #23 / Union Proposal (Section 21.2(c))

Date: _____

Time: _____

SECTION 21. HOLIDAYS

21.2 Fire Suppression-Personnel

c. The holiday premium for employees who are members of the Retirement System under Charter section A8.598 (“New Plan” or “Tier II”) shall be 6.5%, set at the following rates on the corresponding dates:

_____ July 1, 2007	_____ 7%
_____ July 1, 2008	_____ 4%
_____ July 1, 2009	_____ 5%
_____ July 1, 2010	_____ 6%
_____ December 25, 2010	_____ 6.5%

Agreement:

For the City: _____

Date: 5/8/18

For the Union: _____

Date: 5/8/18

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City Proposal #27 / Union Proposal Section 25

Date: _____

Time: _____

SECTION 25. TRAINING AND EDUCATION ACHIEVEMENT PAY

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

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

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

(a) Associate of Arts or Associate of Science degree from an accredited institution ~~in Fire Science or related field;~~

(b) Bachelor of Arts or Bachelor of Science degree from an accredited institution ~~in Fire Science or related field;~~

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

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

(a) **On January 1, 2019, Training and Education Achievement Pay shall increase by 1%, for a total of seven percent (7%).**

(b) **On January 1, 2020, Training and Education Achievement Pay shall increase by an additional 1% for a total of eight percent (8%).**

(c) **On April 1, 2021, Training and Education Achievement Pay shall increase by an additional 1% for a total of nine percent (9%). However, if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, the increase of Training and Education Pay to nine**

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

percent (9%) will be delayed by six (6) months until the pay period including October 1, 2021.

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

- (1) Level I. Members who possess one or more of the following shall receive an additional four percent (4%) of their base wage:
 - (a) Bachelor of Arts or Bachelor of Science degree from an accredited institution ~~in Fire Science or related field~~, plus two (2) years of service in the Fire Department and completion of the Fire Department’s annual training requirements; OR
 - (b) Associate of Arts or Associate of Science degree from an accredited institution ~~in Fire Science or related field~~, plus four (4) years of service in the Fire Department and completion of the Fire Department’s annual training requirements; OR
 - (c) Fire Officer Certification received from California Fire Service Training and Education System (CFSTES), plus six (6) years of service in the Fire Department and completion of the Fire Department’s annual training requirements.

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

- (a) On January 1, 2019, Level 1 Training and Education Achievement Pay shall increase by 1%, for a total of five percent (5%).
- (b) On January 1, 2020, Level 1 Training and Education Achievement Pay shall increase by an additional 1% for a total of six percent (6%).
- (c) On April 1, 2021, Level 1 Training and Education Achievement Pay shall increase by an additional 1% for a total of seven percent (7%). However, if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, the increase of Level 1 Training and Education Pay to seven percent (7%) will be delayed by six (6) months until the pay period including October 1, 2021.

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

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

- (a) Bachelor of Arts or Bachelor of Science degree from an accredited institution ~~in Fire Science or related field~~, plus five (5) years of service in the Fire Department and completion of the Fire Department’s annual training requirements; OR
- (b) Associate of Arts or Associate of Science degree from an accredited institution ~~in Fire Science or related field~~, plus seven (7) years of service in the Fire Department and completion of the Fire Department’s annual training requirements; OR
- (c) Ten (10) years of service in the Fire Department and completion of the Fire Department’s annual training requirements.

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

- (a) On January 1, 2019, Level 2 Training and Education Achievement Pay shall increase by 1%, for a total of seven percent (7%).**
- (b) On January 1, 2020, Level 2 Training and Education Achievement Pay shall increase by an additional 1% for a total of eight percent (8%).**
- (c) On April 1, 2021, Level 2 Training and Education Achievement Pay shall increase by an additional 1% for a total of nine percent (9%). However, if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, the increase of Level 2 Training and Education Pay to nine percent (9%) will be delayed by six (6) months until the pay period including October 1, 2021.**

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

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

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

Union Proposal Section 26

Date: _____

Time: _____

SECTION 26. HAZARDOUS MATERIALS PAY

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

26.2 Any employee who possesses a Hazardous Materials Certificate shall receive a Haz Mat premium of five percent (5%) of base pay for all hours worked at Rescue 1, Rescue 2, or Station 36.

26.3 Any employee who is qualified as a Surf Rescue Swimmer shall receive a Surf Rescue premium of five percent (5%) of base pay for all hours worked in designated Surf Rescue spots at Station 14; Truck 16, 18, 19, 23, 34, 35, or 51; Airport Station 2; or Engine 16.

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

Agreement:

For the City: _____ 

Date: 5/8/18

For the Union: _____ 

Date: 5/8/18

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City Proposal 31 / Union Proposal Section 27 (Mutual Walkaway)

Date: _____

Time: _____

SECTION 27. EMERGENCY MEDICAL TECHNICIAN PAY [retain status quo]

- 27.1 Each Engine Company, Rescue Squad and Truck Company shall be regularly staffed with at least one Emergency Medical Technician (EMT) during each watch.
- 27.2 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.
- 27.3 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.
- 27.4 If EMTs are assigned to an ambulance, those EMTs shall receive an eight percent (8%) assignment pay.
- 27.5 If a regularly assigned EMT is unavailable for duty, temporary assignments shall be made in conformity with the procedures specified in this Agreement.
- 27.6 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.
- 27.7 In the event an employee’s EMT certificate 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 certificate suspension, up to a maximum of one calendar year.

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language



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

Agreement:

For the City:

Date:

4/27/18

For the Union:

Date:

4/27/18

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City Proposal 32 / Union Proposal Section 28 (Mutual Walkaway)

Date: _____


Time: _____

SECTION 28. APPARATUS OPERATOR ASSIGNMENT PAY [retain status quo]

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 Qualifications shall be established through methods and procedures determined by Fire Department administration including successful completion of a Division of Training proficiency examination containing a written and manipulative component (with recertification required every eighteen (18) months).
- 28.5 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.

Agreement:

For the City:  Date: 4/27/18

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