



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

City Proposal #37 (Amended – 04.26.18)

Date: _____

Time: _____

SECTION 30. PREMIUM PAYMENTS [retain status quo]

30.7 Preceptor differential pay, EMT Pay, Paramedic Incentive Pay, Paramedic License Pay, Paramedic Clinical Assignment Pay, Apparatus Operator Assignment Pay, and/or Bilingual Pay may be stacked with Retention Pay and either Hazardous Material Pay or Training and Education Achievement Pay. Members who are permanently assigned by the Chief of the Department to a Hazardous Material Specialist assignment may stack these premiums with Retention Pay, Hazardous Material Pay and Training and Education Achievement Pay. Unless otherwise provided in this Agreement, there shall be no other pyramiding or stacking of premium payments provided in this Agreement.

30.8 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 29.4, and Paramedic License Pay as provided in Section 29.5, 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.

Agreement:

For the City: _____ Date: 4/26/18

For the Union: _____ Date: 4/26/18

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City Proposal #38 (Amended – 04.26.18)

Date: _____

Time: _____

SECTION 31. FAMILY CARE AND PARENTAL MATERNITY/PATERNITY LEAVE

31.1 ~~Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.~~ **The City will provide family care and parental leave in accordance with all applicable laws and City and Departmental policies.**

~~31.2 The starting date for maternity leave is a decision of the member and her doctor.~~

~~31.3 The return date from maternity leave is a decision of the member and her doctor.~~

~~31.4 The member has the right to include vacation time, sick leave and/or any other accrued leave in maternity leave.~~

~~31.5 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.~~

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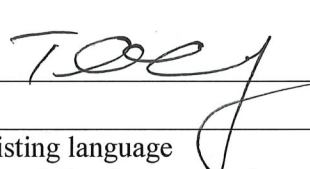


**SF FIREFIGHTERS, Local 798 –
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- ~~31.6 — Bargaining unit members shall also be entitled to use accrued vacation time, sick leave, and/or any other accrued leave for family care leave.~~
- ~~31.7 — Any member in a Non-Suppression position working a 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).~~
- ~~31.8 — 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.~~
- ~~31.9 — 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.~~
- ~~31.10 — 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.~~
- ~~31.11 — Notwithstanding the above provisions, intermittent leave due to the birth, adoption or placement in foster care of a child generally must be taken for periods of a minimum of two weeks. This section does not affect any existing rights that employees have to take leave in connection with the serious health condition of a child, consistent with applicable law.~~

Agreement:

For the City:  Date: 4/26/18

For the Union:  Date: 4/26/18

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City Proposal #39

Date: _____

Time: _____

SECTION 32. HEALTH AND DENTAL COVERAGE

~~32.1 **Employee Health Coverage:** Except as provided below, 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.~~

~~32.2 Except as provided below, 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.~~

~~32.3 **Dependent Health Coverage:** Except as provided below, the City shall contribute up to \$225.00 per month towards members’ dependent health coverage. However, in the event that the cost of dependent care exceeds \$225.00 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium coverage for the “employee plus two or more dependents” category.~~

Health Coverage Effective January 1, 2015

~~32.14~~ 4. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:

Employee Only:

~~32.25~~ For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

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Employee Plus One:

32.36 For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

32.47 For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

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

32.6 *Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.*

32.7 If fifty percent plus one (50%+1) of the employees covered under the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a change to their contribution model for employee dental premiums or health insurance premiums, with the change to be effective July 1, 2019, for calendar year 2020, then the City and the Union will reopen the MOU on dental or health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. The parties will complete reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), by no later than August 15, 2019.

32.8 ~~2.~~ For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City’s Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City’s health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments

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**SF FIREFIGHTERS, Local 798 –
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toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

~~32.9~~ 3. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model as a substitute.

32.910 4. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

~~32.11~~ 5. Upon implementation of new contribution rates effective on January 1, 2015, paragraphs 31.6a-31.6g shall supersede paragraphs 31.1, 31.2, and 31.6, and those paragraphs will no longer be effective.

32.102 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.

~~32.13~~ *Dental Coverage: The City shall continue to provide dental benefits at the existing level.*

~~32.14~~ *Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.*

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

32.126 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.

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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

- 32.137 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.
- 32.148 Annual Tuberculosis Screening. The City shall provide, at its cost, annual tuberculosis screening for members.
- 32.159 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.
- 32.1620 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.
- 32.1721 Voluntary kidney and bladder cancer screening. In the event that the current kidney and bladder cancer screening program is discontinued, the City shall notify the Union in advance and meet and confer over the impact.
- 32.1822 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
- 32.1923 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.
- 32.204 Consistent with applicable law, the City shall maintain confidentiality of all medical records and other medical information concerning members.
- 32.215 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

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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.

Agreement:

For the City:  Date: 5/8/18

For the Union:  Date: 5/8/18

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City Proposal #40 / Union Proposal Section 33

Date: _____

Time: _____

SECTION 33. WELLNESS PROGRAM

- 33.1 The pilot "wellness incentive program" shall sunset at 11:59 PM on June 30, ~~2020~~ 2018.
- 33.2 Any full-time employee meeting the eligibility criteria set forth below and leaving the employment of the City upon service or disability retirement shall receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours (192 hours for employees on 24-hour assignments) or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.
- 33.3 The amount of this payment shall be equal to ~~two two-and-one-half percent (2% 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. **Effective July 1, 2019, the amount of this payment shall be equal to one percent (1%) 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 **and shall be compensated pursuant to those Rules.**

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 = ~~2.52%~~ for each year of service x 20 years of service = ~~5040%~~
~~5040%~~ x 500 hours = ~~250 200~~ hours.
~~250 200~~ hours x \$25.00 (base salary at time of separation) = ~~\$6,250.00~~ **\$5,000.00**

- 33.4 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.

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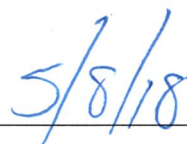
- 33.5 A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
- 33.6 The beneficiaries of an employee who has been recognized by the Fire Commission as having died in the line of duty shall receive payments provided by the wellness incentive program.

Agreement:

For the City:



Date:



For the Union:



Date:



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City Proposal 41 (City withdrew proposal on 3/26/18)

Date: _____

Time: _____

SECTION 34. UNIFORMS [retain status quo]

- 34.1 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. During the term of this Agreement, the Department shall make its best efforts to provide a second set of turnouts to all employees assigned to 24- hour shifts.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 During the term of this Agreement, the City shall provide and maintain each truck company with five (5) portable Department radios, shall provide and maintain each engine company with four (4) portable Department radios and shall provide and maintain each rescue squad with four (4) portable Department radios and shall provide and maintain each ambulance with two (2) portable Department radios.

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

City Counter to Union Proposal Section 36.4

Date: _____

Time: _____

SECTION 36. SAFETY AND HEALTH

36.1 Whenever possible, the Department will reduce the risk of on-the-job exposure to viruses that may cause communicable diseases.


36.2 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) Cancer; (2) Heart disease; (3) AIDS in the workplace; (4) Diesel emissions exposure in fire stations; (5) Asbestos exposure and removal; and (6) Hearing loss and hearing protection. 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 Health and Safety Committee. 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.

36.3 The City shall use its best efforts to restore utilities (electricity, gas, water, and heat) at work sites to full service within forty-eight (48) hours of any interruption in such service.

36.4 The City agrees to install and maintain at least one (1) extractor for cleaning contaminated turn-outs at each station. If a station is rebuilt or replaced, the City shall provide at least one (1) extractor at the new or replaced station. The City agrees to use reasonable efforts to maintain all extractors in working order.

36.45 The City shall use its best efforts to provide drinking water at all working fires.

Agreement:

For the City:  Date: 4/12/18

For the Union:  Date: 4/17/18

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Union Counter to CP #42

Date: _____


Time: _____

SECTION. 37 FIRE DEPARTMENT APPARATUS

- 37.1 The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using NFPA 1911, “Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus,” 2007 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. **The City agrees to pay for the inspection, testing, and recertification of the structural integrity and safety of all frontline and relief SFFD aerial ladders. Recertification inspections shall be conducted by Central Shops or by a City approved vendor. Recertification and testing will include, but not be limited to the following: load testing, torque verification or critical mounting bolts, inspection of all hollow I-Beam base rails and weldments, hydraulics, non-destructive testing, and vehicle compliance with CA Title 13 and Department of Transportation safety standards. Aerial ladder testing records shall be maintained by Central Shops and will be made available upon request to the members of the SFFD Joint Health and Safety Committee and the Union.**
- 37.2 The Department will receive and consider the Union’s suggestions regarding the introduction into service of any new fire suppression or emergency medical service apparatus (fire engine, truck, rescue squad or ambulance).

Agreement:

For the City:  Date: 4/24/18

For the Union:  Date: 4/26/18

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City Proposal #44 / City Counter to Union Proposal Section 39

Date: _____

Time: _____

SECTION 39. EMPLOYEE ASSISTANCE PROGRAM

39.1 The Stress Unit Program will be continued throughout the life of this Agreement and will consist of a minimum of two (2) ~~three (3)~~ **employees assigned** full-time **to the** Stress Unit ~~members~~ with active Stress Unit Committee participation and coordination with the City’s Employee Assistance Program.

39.2 The Department shall continue to support and maintain a Critical Incident Response team.

39.3 The Department shall continue to support and maintain a mental health insurance program the same as, or substantially similar to, the Mental Health Network program outlined in the FY2016 FEMA Assistance to Firefighters Grant award.

39.4 The Department shall provide space as needed for Stress Unit operations and services.

Agreement:
 For the City:  _____

Date: 4/26/18

For the Union:  _____

Date: 4/26/18

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**SF FIREFIGHTERS, Local 798 –
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City Proposal #45 (Amended – 04.24.18)


Date: _____

Time: _____

SECTION 40. PROBATIONARY PERIOD

- 40.1 The probationary period for newly hired employees shall be twelve (12) months from the date of completion of the initial Fire College training. The probationary period may be extended by mutual agreement. 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.
- 40.2 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 EMT/Paramedic/Firefighter shall be twelve (12) months of actual service from the date of appointment to that rank.
- 40.3 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.
- 40.4 A member's probationary period will not expire before a mandatory physical examination, including screening for drugs and alcohol, is satisfactorily completed.
- 40.5 This section does not apply to provisional or exempt appointments.

Agreement:

For the City:  Date: 4/24/18

For the Union:  Date: 7/25/18

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**SF FIREFIGHTERS, Local 798 –
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City Proposal #46

Date: _____

Time: _____

SECTION 41. DRIVERS' LICENSES

41.1 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 BC Firefighter" driver's license with "Restriction 50" and carry a DL88, Firefighter Endorsement Card, signed by the ADC of Training. 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. All H-3 Level I and II employees shall be required to secure and maintain a valid California driver's license and a valid Ambulance Driver's Certificate.

41.2 An employee who does not possess the appropriate driver's license may be assigned to non-driving duties at the discretion of the Department.

Agreement:

For the City:  Date: 4/24/18

For the Union:  Date: 4/25/18

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