

A G E N D A R E P O R T

DATE September 20, 2005

ITEM LABOR AGREEMENT - CITY OF GREAT FALLS AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL # 8

INITIATED BY LINDA WILLIAMS, HUMAN RESOURCES MANAGER

ACTION REQUESTED APPROVAL OF LABOR AGREEMENT

PRESENTED BY FIRE CHIEF RANDY McCAMLEY AND CHERYL PATTON, ASSISTANT CITY MANAGER

RECOMMENDATION:

The recommendation is to approve the Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local #8.

MOTION:

I move the City Commission approve the Labor Agreement between the City of Great Falls and the Fire Fighters, and authorize the City Manager to execute said Labor Agreement.

SYNOPSIS:

Attached is the proposed Labor Agreement between the City of Great Falls and the Fire Fighters.

BACKGROUND:

The previous contract expired June 30, 2005. The terms of the proposed agreement extend for three years, from July 1, 2005 through June 30, 2008. The general increases for each of the three years is 2% the first year, 3.25% the 2nd year (with 2% being deferred to participate in the retirement enhancement program, and 1.25% on base salaries) and 4% the last year (2% on base wages and increases in rank differentials).

The major changes from the previous agreement are:

1. Article 2, RECOGNITION

Section 2.2 was added changing the initial probationary period from six (6) months to nine (9) months from date of hire.

2. Article 5, UNION BUSINESS

Section 5.3 was added allowing release time for employees on the Union’s negotiating team to participate in contract negotiations during their regularly scheduled shift when staffing levels are above minimum. The City will not incur any additional expenses such as acting pay.

3. **Article 12, WORK PERIODS**

Section 12.1 (B) regarding Saturday's work period was expanded to allow Administration to request employees perform customer service on Saturday nights during their regularly scheduled self-improvement time. Those employees who perform the requested customer service on Saturday nights will be granted hour for hour self-improvement time for hours worked to be taken at a later date determined by their Captain and BC.

4. **Article 13, SICK LEAVE**

Section 13.7 was added to address the Family and Medical Leave Act (FMLA). The addition of the language outlines the benefits of FMLA, including when an employee is eligible for FMLA, and under what circumstances.

5. **Article, 15 – LIGHT DUTY**

Section 15.2 was modified to address light duty assignments for both those injured on duty (I.O.D.) and off duty. When employees request and are granted light duty, the job duties/assignments will be consistent for employees regardless of whether they were injured on or off duty. Those on I.O.D. will be given preference for light duty assignments.

6. **Article 16, HOLIDAYS**

Section 16.4 (B) was modified regarding when compensatory time has to be granted. The words, "except for situations of natural or man-made disasters, threats or security issues," were added to allow the City the ability to deny compensatory time off to employees during these times.

7. **Article 18 – SHIFT EXCHANGE**

Section 18.2 was added stating before any changes to the trade day policy were made, the changes would be brought to and discussed by the Labor/Management Committee.

8. **Article 20 – WORKING OUT OF CLASSIFICATION**

Section 20.2 was modified regarding the number of hours a Fire Fighter had to work as a driver before receiving acting pay. The previous contract required the employee to work the entire shift. The language was changed to read, "If a Fire Fighter is assigned the duties of a driver/operator for a period of four (4) hours or more, he/she shall be compensated at an Acting Fire Fighter First Class for the actual time worked."

9. **Article 21 – PROMOTIONAL TESTING**

Section 21.3 was added to clarify the role of the Promotion Policy Committee and Management in the promotion testing process.

10. **Article 22 – VACATION**

Section 22.4 was completely rewritten. The Training Officer now has an opportunity to notify employees of National Fire Academy scheduled training dates during the months of January – March by notating them on the calendar before the calendar is circulated for vacation selection. Employees still have the first opportunity to pick vacations, but with the dates on the calendar, employees know when the National Fire Academy is scheduled and asked not to select these dates unless absolutely necessary; one employee will still be allowed to select vacation on these dates. After the selection period ends December 31st, the Training Officer has another opportunity to select training dates during this same 3 month period, and no additional vacation on those dates will be granted.

11. **Article 26, MEDICAL INSURANCE**

Language was added regarding the retirement enhancement program to reflect the health insurance contribution added to base pay for retirement purposes only effective 7/1/06.

The contribution rates were changed to reflect City and employee contribution amounts. Language was added that addresses increases during the term of the Agreement. Any increases will be shared to maintain the City's contribution rate of 90% of the total premium, and the employee's contribution rate of 10% of the total premium.

12. **Article 29 – TOBACCO USE**

A new article was added regarding the use of tobacco. For consistency, clarification, and enforceability, the use of tobacco was changed to: "Only those employees hired prior to 10/30/01 will be allowed to use tobacco on-duty in accordance with City policy and State law. All employees, regardless of their hire date, can use tobacco off-duty.

13. **Article 32 – MEAL ALLOWANCE** (Note: Articles 30 – 33 were re-numbered)

The dollar amounts listed in Section 32.2 were increased to the current meal allowance amounts in the City's travel policy. Employees will receive a meal allowance if a meal is not provided by the City.

14. **Addendum 1 – SCHEDULE A**

The schedule was changed to reflect:

1. Increases in Fire Fighter Base wages of 2% effective 7/1/05; 1.25% effective 7/1/06; and 2% 7/1/07.
2. An increase in the rank differentials in year 3.
3. The monthly longevity schedule was increased \$2/month in the first and second years and \$1/month in the third year.

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 THIS AGREEMENT is entered into by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the CITY and LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION.
- 1.2 It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3 Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

ARTICLE 2 - RECOGNITION

- 2.1 The CITY recognizes the UNION as the exclusive bargaining agent for all uniformed members, excluding the Chief, Assistant Chief, Fire Marshal, Training Officer, and all initial probationary employees, until date of appointment, of the Great Falls Fire Department.
- 2.2 The initial probationary period is nine (9) months from date of hire. Appointments will be made after the successful completion of the nine month probationary period.

ARTICLE 3 - AFFIRMATIVE ACTION POLICY

- 3.1 The UNION agrees that this AGREEMENT is subject to the Affirmative Action Policy of the CITY and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, marital status, national origin or public assistance status.

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 No employees shall be required to become a member of the UNION as a condition of employment. To assist the employees covered by this AGREEMENT as a group in meeting the costs of planning, negotiating, and administrating this AGREEMENT, and of protecting them and promoting their interests, each employee as a condition of the continuing employment shall be required to either maintain membership in, or make equal contribution by paying to the UNION a sum equal to the regular UNION initiation fee and regular UNION monthly dues.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to comply with the provisions of Paragraph 4.1 above. Confirmed fire fighters or re-hired employees will have thirty one (31) calendar days after the date of confirmation or re-employment in which to comply.
- 4.4 Should the UNION notify the CITY in writing that any employee has not paid to the UNION the sum equal to the regular initiation fee and/or regular UNION monthly dues, it shall be obligatory upon the CITY to terminate said employee not later than five (5) business days following receipt of such notice.

- 4.5 The UNION will defend the CITY against any bona fide law suit instituted by an employee within this collective bargaining unit against the CITY on account of the allegation of improper discharge pursuant to Paragraph 4.4 above.
- 4.6 It is specifically understood that should the CITY be sued, it must immediately give the UNION written notice of said pending law suit so that the UNION will have adequate time to properly investigate and prepare a defense. Further the CITY shall cooperate with the UNION in the defense of said law suit.
- 4.7 The UNION shall have the right to retain an attorney of its own choosing who shall be solely responsible for the handling of the case. If the CITY determines that it desires its own attorney to represent it in the defense, it shall do so at its own cost and expense. The UNION shall maintain the exclusive right to defend, settle, mitigate or litigate or take whatever action it deems proper or necessary with respect to handling this issue in litigation.
- 4.8 The UNION will hold harmless the CITY from any and all claims arising out of said discharge if so adjudicated by a court of competent jurisdiction.
- 4.9 In the event an employee covered by this AGREEMENT is a member of and adheres to a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support any labor organization, then the provisions of Section 39-31-204, Montana Codes Annotated, shall be applicable.
- 4.10 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership dues from the pay of those employees who individually request in writing that such deductions be made.

The amount to be deducted shall be certified to the employee by the UNION and the monthly aggregate deduction together with a list of employees will be remitted to the UNION'S secretary-treasurer on a monthly basis.

ARTICLE 5 - UNION BUSINESS

- 5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to adjust grievances as they arise or for any other matters which affect or may affect the relationship between the CITY and UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION.
- 5.2 The UNION will notify the CITY in writing what representatives (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may affect hours, working conditions, wages and the relationship between the CITY and UNION.
- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 In addition to State Law, the CITY retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment; to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, and organization; to establish work schedules, assign overtime, discharge for cause, and to perform any inherent managerial functions. The foregoing enumeration of the City Management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT, except those provided to the employees by Montana State Collective Bargaining Act, MCA 39-31.

ARTICLE 7 - RULES AND REGULATIONS

- 7.1 The UNION agrees that its members shall comply in full with Fire Department rules and regulations, including those related to conduct and work performance.
- 7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their executive board) are invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

ARTICLE 8 - UNION ACTIVITY

- 8.1 All proper UNION activities shall be protected. The parties recognize that the Fire Department employees have and may exercise all rights guaranteed by the Constitution and Laws of the State of Montana and the Constitution and Laws of the

United States of America.

ARTICLE 9 - BULLETIN BOARDS

- 9.1 The CITY shall approve placing of bulletin boards located in the respective Fire Stations, for the posting of notices concerning UNION business and activities.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the Union, and the City involving wages, hours, or working conditions. Grievances or disputes which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

STEP 1 The immediate supervisor and/or Battalion Chief will attempt to resolve any grievances that arise on their platoon.

STEP 2 A. If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, he may reduce the grievance to writing and submit it to the UNION for evaluation. The written grievance shall contain the following information:

1. The nature of the grievance and the facts on which it is based.
2. The provisions of the AGREEMENT allegedly violated.
3. The remedy requested.

B. No grievance shall be considered or processed unless it is submitted within twenty (20) working days of first occurrence or first knowledge.

STEP 3 If in the UNION'S opinion a grievance exists, the UNION (with or

without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) working days (M-F). The Fire Chief has five (5) working days to respond.

STEP 4 The Union may present the written grievance to the Advisory/Labor Management Committee, consisting of two (2) Management, two (2) Union and one (1) outside neutral party mutually agreed upon (the neutral party will reside within the Fire/Rescue Department's response area) within ten (10) working days (M-F) of receiving the Fire Chief's decision.

The recommendation of the Committee will be reached by consensus.

STEP 5 The recommendation of the Advisory/Labor Management Committee will be forwarded to the City Manager within five (5) working days (M-F). If consensus is not reached, the findings will be forwarded to the City Manager within the same five (5) working days.

STEP 6 If within ten (10) calendar days the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as per 10.1, Step 6A and 6B.

A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the MT Board of Personnel Appeals. By mutual consent another process can be utilized. The arbitrator shall have thirty (30) working days in which to render a decision.

B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an

apparent economic effect or impact less than five thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance may be subject to final and binding arbitration only if mutually agreed upon.

- C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek an Arbitrator's determination.
- D. The CITY shall present claims or grievances in writing to the UNION.
- E. Arbitrator's Authority: In any case where final and binding arbitration is utilized the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, and/or regulations having the force and effect of law.

The expenses of arbitration shall be borne by the two parties equally; however, each party shall be responsible for

compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 11 - WAGES

Employees shall be compensated according to Schedule A contained in Addendum 1.

ARTICLE 12 - WORK PERIODS

12.1 It is mutually agreed to work a forty-two (42) hour work week consisting of two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts followed by four (4) days off. Inspectors will be scheduled to work a forty (40) hour work week consisting of five (5) eight (8) hour shifts followed by two (2) days off. However, Inspectors may be required to work one (1) ten (10) hour day shift per week. The Fire Chief shall establish schedules designating work periods.

A. Work periods on the day shift shall be eight (8) hours for each shift Monday - Friday with one full hour off for noon and evening meals. If emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

On Monday - Friday normal work periods on night shift will conclude at 10 PM. Activities after 10 PM will relate to life safety issues, i.e. response to

complaints of blocked or locked exits, violation of occupancy requirements or inspections of special events to ensure the public's safety. This does not eliminate the option of the Company Officer, Battalion Chief or Assistant Chief from using the time between 10 PM and 2 AM to complete tasks that they determine should have been completed during normal work hours. Make work will not be used to fill this time period.

- B. Saturday's work period will be 8:00 AM - 5:00 PM with one full hour off for lunch. Administration can request members to perform customer service on Saturday night. These members will be granted hour for hour self-improvement time for hours worked. Repayment of this time will be coordinated with the Captain and Battalion Chief and forwarded to the Assistant Chief.
- C. One hour will be required during each shift for physical conditioning.
- D. On Sundays, all four (4) Stations will be available to perform customer service/training for two (2) hours. At least one (1) Engine Company will be available to attend special training courses not available during normal work week. Engine companies not assigned to perform customer service activities or special training courses may choose to participate in them if their crews so desire, and the Battalion Chief approves. Sunday night shift shall be self-improvement time.
- E. Holidays and hours outside the designated work periods shall be self-improvement time.

F. Self-improvement time is defined as being that time members must be at their assigned stations for fires, other emergencies, and life safety issues; and all facilities for rest and rehabilitation are at their disposal.

Except for the hours as provided in Section D, work details, classes, and drills are not included in the definition of " self-improvement time", and these and related functions properly fall into the classification of a work period.

G. There shall be a fifteen (15) minute break in the first half of a work period and a fifteen (15) minute break in the second half of a work period.

12.2 Employees required to return to work during their off-duty hours shall be compensated at a rate of time and one-half ($1\frac{1}{2}$) their gross hourly rate for the actual hours worked, with a minimum guarantee of four (4) hours, except for employees required to return to appear before any judicial body shall be paid for such time at one and one-half ($1\frac{1}{2}$) the employee's gross hourly rate for the actual hours worked, with a minimum guarantee of two (2) hours.

12.3 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half ($1\frac{1}{2}$) times their gross hourly rate, computed to the nearest half ($\frac{1}{2}$) hour.

12.4 Employees may volunteer to work extra shifts, when requested by the City, compensated at the employee's gross hourly rate to fill vacancies due to vacations, training schools, injuries, sick leave and leaves of absence to maintain minimum manning for four (4) stations at thirteen (13) personnel. Hours worked in excess of the maximum hours related to the declared work period as identified under the Fair

Labor Standards Act will be compensated at one and one-half (1½) times the employee's gross hourly rate. This provision shall be of no force or effect if total Platoon strength falls below sixty (60) personnel and shall have no effect on the City's right to reduce such personnel.

- 12.5 Employees will be granted comp time on an hour for hour basis for the following:
- A. Employee agrees to attend off-duty activity at the request of the CITY.
 - B. Employee obtains prior approval of the CITY to attend off-duty activity at the request of the employee.

These activities shall include, but are not limited to: all classroom and field training sessions, and meetings, which are requested by the CITY. The provisions of this section may be altered only by mutual agreement between the Union and the CITY.

ARTICLE 13 - SICK LEAVE

- 13.1 Employees shall earn one (1) day of sick leave for each month of service. For the purpose of this AGREEMENT as it applies to those employees working 10-14 (42) hours per week, one (1) day of earned sick leave shall include eight and one-half (8½) hours.

- 13.2 An employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:
- 1. Illness;
 - 2. Injury;
 - 3. Medical disability;
 - 4. Maternity-related disability including prenatal care, birth, miscarriage, abortion, and/or other medical care for either employee or child;
 - 5. Quarantine resulting from exposure to contagious disease;
 - 6. Medical, dental, or eye examination or treatment;
 - 7. Care of or attendance to immediate family member for any of the aforementioned;
 - 8. Death in immediate family.

- 13.3 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:

- A. Report immediately to his Battalion Chief the reason for absence at least one (1) hour prior to shift change.
- B. If the absence is for more than one (1) shift in length, the employee must keep his Battalion Chief informed of his condition.

13.4 Illness or death in immediate family:

- A. Immediate family shall mean: spouse, children, mother, father, sisters, brothers and immediate family of spouse. (Grandparents may be included in definition of immediate family with approval of Fire Chief.)
- B. Illness requiring the attendance of the employee: Sick leave for all employees shall be limited to two (2) consecutive work shifts.
- C. Death in the immediate family: Forty (40) hour employees shall use no more than three (3) days total for death and funeral in state and no more than five (5) days total for death and funeral out of state. Shift employees shall use no more than three (3) shifts for death and funeral in state and four (4) shifts for death and funeral out of state.

13.5 Miscellaneous Sick Leave Provisions:

- A. Appointments for medical, optical, and dental care shall be charged to sick leave if it is not possible to schedule these appointments on days off. Only the time actually required for the appointment will be approved.
- B. Maternity leave may be charged against sick leave credits.
- C. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, or leave without pay at employee's option.
- D. Illness that occurs during an employee's vacation shall be charged to sick leave if requested and verified.

E. The Fire Chief or his designee may require appropriate verification and/or a Doctor's release for any absence which is charged to sick leave.

If such verification is requested and not provided, the request for sick leave shall be disallowed.

F. All other provisions pertaining to sick leave shall be in accord with Montana State Law and the Code of the City of Great Falls.

G. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the physician so he/she can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.

13.6 Sick Leave Donations: If an employee is ill and has exhausted his/her sick leave, vacation leave and compensatory time credits, and needs more time away from work, members of the Union may donate up to eight (8) hours of sick leave to an employee on an individual basis. Requests for donations must be approved by management. If an employee has exhausted all accrued sick leave, vacation leave, and compensatory time, the Employer may permit the employee to be placed on a leave without pay status. The maximum an employee can receive or donate is one hundred twenty (120) hours in a calendar year.

13.7 FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act of 1993 entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in any twelve (12) month period for specified family and medical reasons.

A. LEAVE ENTITLEMENT: Up to twelve (12) weeks of leave may be taken in any twelve (12) month period. This is computed as twelve (12) months measured forward from the first date leave is used.

- B. USE: Reasons for taking leave: Unpaid leave must be granted for any of the following reasons:
1. To care for the employee's child after birth, or placement for adoption or foster care;
 2. To care for an immediate family member (spouse, child or parent) with a serious health condition (does NOT include in-laws); or,
 3. To take medical leave when the employee is unable to work because of a serious health condition.
- C. SUBSTITUTION OF PAID LEAVE
1. If leave is taken for the birth, adoption or foster placement of a child (not medical purposes), the employee can choose or the City can require the employee to use all paid vacation leave or compensatory time before taking unpaid leave.
 2. If the leave is taken for the serious illness of an eligible family member or the employee, the employee can choose, or the City can require the employee to use all paid sick leave and compensatory time before using unpaid leave. If the employee chooses, he/she may also use paid vacation leave before taking unpaid leave.
 3. It is the responsibility of the City to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee. In no event may such designation be made after leave is concluded, or based on information other than that provided by the employee.
- D. INTERMITTENT LEAVE AND REDUCED HOURS
1. FMLA leave can be taken intermittently, in less than full day increments. Reduced hour schedules also require the approval of the Fire Chief.
- E. APPLYING FOR FMLA LEAVE: Employees seeking to use FMLA leave must complete a FMLA Request Form and may also be required to provide:
1. 30-day advance notice of the need to take FMLA leave when the need is foreseeable, or as soon as possible if the need is not foreseeable, usually within one or two working days of learning of the need for leave;
 2. Medical certification to support a request for leave because of a serious

- health condition affecting the employee or an immediate family member;
- 3. Second or third medical opinions and periodic recertification, at the City's expense;
- 4. Periodic reports during FMLA leave on the employee's status and intent to return to work; and,
- 5. A "fitness for duty" certification to return to work.

F. BENEFITS WHILE ON FMLA LEAVE

- 1. HEALTH INSURANCE: The City is required to maintain group health insurance coverage for the employee on FMLA leave on the same terms as if the employee had continued to work. If employees are required to contribute a portion towards the health premium, he/she will be required to pay their share while on FMLA, if in a leave without pay status.
- 2. ACCRUALS: If the employee is in a leave without pay status, he/she will not accrue sick leave, vacation leave, compensatory time, or holidays.

ARTICLE 14 - INJURY ON DUTY

14.1 Employees unable to work as a result of an injury incurred through reasonable employee acts while in actual performance of City assigned fire fighting, training or equipment testing duties shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation medical benefits to be eligible for such leave. This shall exclude:

- A. Injuries sustained where negligence or carelessness on the part of the injured employee was a significant contributing factor.

14.2 Such injury leave shall extend for a maximum of ninety (90) calendar days unless it is determined sooner by competent medical authority approved by the CITY that the employee can return to work and perform any duties for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a physician selected by the CITY.

14.3 During such injury leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular salary for the period. Such injury leave shall not be charged against the employee's sick leave or vacation. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible. The CITY reserves the right to refuse injury leave if such application is not made.

14.4 An employee who is injured and is medically able and who fails to report within eight (8) hours, followed by a written report within twenty-four (24) hours, any injury to his supervisor, Assistant Chief or designee and to take such first aid or medical treatment as may be necessary under the circumstances, shall not be eligible for injury leave as outlined above.

ARTICLE 15 - LIGHT DUTY

15.1 Employees on workers' compensation wage loss benefits that have been released to light duty must inform their immediate supervisor, Assistant Chief or designee that he/she is able to report to work for light duty. If an employee fails to notify their immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee will be subject to disciplinary action.

15.2 Employees on sick leave, other than I.O.D., who have been released to light duty may request assignment to light duty. The Department will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury. Job duties/assignments for light duty will be consistent between I.O.D. and injury/sick off duty. If an employee chooses not to return to light duty, he/she will be entitled to

use available sick leave in accordance with Article 13.

- 15.3 The light duty shift shall be a forty (40) hour week, Monday - Friday from 8 AM - 5 PM with one full hour off for lunch 12 PM - 1 PM, or as mutually agreed to by the affected employee and the Fire Chief.

ARTICLE 16 - HOLIDAYS

- 16.1 Employees shall be granted the following holidays according to State Law and other holidays which may hereafter be declared a State holiday by the appropriate authority.

New Years Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving, 4 th Thursday and Friday in November
Memorial Day	Christmas Day
Independence Day	General Election Day

- 16.2 Holiday time shall be defined as compensatory time accrued by an employee for holidays at the rate of eight and one-half (8½) hours per holiday.

- 16.3 In the event a holiday falls on a Saturday, the proceeding Friday shall be observed.
In the event a holiday falls on a Sunday, the following Monday shall be observed.

- 16.4 Compensatory time usage:

- A. Employee shall be granted usage of compensatory time in addition to their regular vacation schedule.
- B. Employees shall be granted usage of compensatory time at times that the manning of shifts is above minimum staffing levels, except for situations of natural or man-made disasters, threats, or security issues.
1. During times that manning of shifts allows an employee to use compensatory time, that employee shall not be responsible to be available to return to work during the compensatory time the

employee has been granted.

C. Employees shall have the right, at their sole discretion, to elect to receive payment for up one hundred sixty (160) hours per fiscal year of the accumulated compensatory time of the employee by requesting for payment of those hours in writing to the City.

1. The City shall make payment of compensatory time payment requests at the next regular pay period.

2. The maximum number of hours of compensatory time that can be accumulated shall be one hundred eighty (180) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.

3. For those employees whose current balance is above 180 hours, their current balance is the maximum amount that can be accrued.

Any additional compensatory time earned shall be paid in the pay period it is earned. Once their balance falls below their current level, no additional hours may be accumulated until their balance falls below 180 hours. At that point, 180 hours becomes their new maximum allowed to be accrued.

ARTICLE 17 - UNIFORM ALLOWANCE

17.1 Personnel required to wear a uniform other than the "work uniform" will be provided with the required uniform.

17.2 All protective gear shall be provided by the CITY.

17.3 Uniform articles damaged beyond repair during fire fighting operations shall be replaced by the CITY. Damage to said uniform articles shall be approved and verified by the Battalion Chief prior to replacement.

ARTICLE 18 - SHIFT EXCHANGE

- 18.1 It shall be the policy of the Fire Department to authorize the trading of shifts or partial shifts. Shift trading shall be in compliance with departmental policy. All requests shall be properly filled out and forwarded through the chain of command.
- 18.2 Changes to trade day policies will be brought to and discussed by the Labor/Management Committee.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.1 It is understood and agreed by the parties hereto that the CITY may grant leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time. Employees must self-pay health coverage premiums while on an approved leave of absence. No leave of absence shall be granted for an employee to accept outside employment, except for training and community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City Manager.
- 19.2 If an eligible employee requests a leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act.

ARTICLE 20 - WORKING OUT OF CLASSIFICATION

- 20.1 Any member assigned the duties of a rank higher than Fire Fighter First Class shall be entitled to receive the higher pay of the acting position for actual hours worked. This does not apply to the Article on Shift Trading (Article 18).
- 20.2 If a Fire Fighter is assigned the duties of a driver/operator for a period of four (4)

hours or more, he/she shall be compensated at an Acting Fire Fighter First Class for the actual time worked.

ARTICLE 21 - PROMOTIONAL TESTING

21.1 The UNION shall have a qualified representative of their choosing to observe all phases of promotional exams (if the representative chosen is a member of the Fire Department, he must be of rank equal to or above the rank being examined). The representative selected by the UNION shall not be compensated by the CITY.

21.2 The City will establish and maintain the Fire Department promotional policy in cooperation with a Promotion Policy Committee consisting of three (3) members appointed by the Union and two (2) members appointed by the Fire Chief. The Fire Chief will also be a member of the Committee. The Committee will be consulted in establishing and revising all policies relating to promotional procedures.

The Committee will deliberate and make decisions by consensus.

21.3 The Committee will be consulted in establishing and revising all policies relating to promotional procedures. The Committee will deliberate and make decisions by consensus. The Committee will be responsible for developing the methodologies, determining the type of promotional exam and study materials for promotional testing. Management will develop the actual test content, based on the study material and type of exam.

ARTICLE 22 - VACATIONS

22.1 Vacation accumulation and usage will be in accordance with State law and department policy.

22.2 Straight departmental seniority (by platoon) shall prevail in selecting vacation times.

22.3 Vacation leave credits for those employees working forty-two (42) hours per week

shall be in accordance with the following schedule:

<u>Years of Employment</u>	<u>Credited Hours/Month</u>
1 day through 10 years	10.6
10 years through 15 years	12.6
15 years through 20 years	14.7
20 years on	16.7

22.4 Annual vacation selection period shall begin no later than December 1, and conclude on December 31.

The City shall allow a maximum of two (2) members off on vacation leave for all shifts selected by the members during the annual vacation selection period, with the following exceptions:

- A. No vacations will be allowed during the sixteen (16) days designated for Fire Prevention activities.
- B. Before the vacation calendar is circulated, the Training Officer will notate any scheduled out-of-state training opportunities between January 1 through March 31 for the National Fire Academy. Employees are encouraged not to select vacation dates that fall on these designated training dates, unless absolutely necessary; however, one (1) vacation selection will be allowed during this period.

Once the vacation selection period ends December 31, the Training Officer will have first opportunity to select training dates during the period of January 1 through March 31 to accommodate training opportunities, including but not limited to the National Fire Academy. No additional vacation will be granted for the dates selected by the Training Officer during the period of January 1 through March 31.

Scheduled vacation shifts vacated by members shall be allowed re-scheduling following the same procedure as in Section 22.2 of this Agreement.

Shifts not selected either during the annual vacation selection or by the Training Officer may be allowed to be scheduled by any member on a first-come-first-serve basis upon the approval of the City.

ARTICLE 23 - PERSONNEL REDUCTION

23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.

23.2 Seniority means the rights secured by non-temporary, full time employees by length of continuous service with the Great Falls Fire Department. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which time seniority shall date back to the last date of hire.

23.3 Seniority shall be broken when an employee:

- a. voluntarily terminates;
- b. retires;
- c. is discharged;
- d. fails to report to work after layoff within thirty (30) calendar days.

ARTICLE 24 - NON-DISCRIMINATION

24.1 No employee shall be discharged except for justifiable cause.

ARTICLE 25 - JURISDICTIONAL DUTIES

25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.

25.2 No fire fighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

ARTICLE 26 - MEDICAL INSURANCE

26.1 The Employer agrees to provide non-occupational health and accident insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

Effective 7/1/06, for those employee's in the City's health insurance plan, a City health insurance contribution in the amount of *\$538/mo. (at a rate of \$269/pay period) will be added to the employee's gross pay. As part of this collective bargaining agreement, employees are required to authorize a payroll deduction from the employee's gross pay equal to the City's contribution of \$538/mo. (at a rate of \$269/pay period). This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees. The purpose of including the City's contribution amount of \$538/mo. in the employee's gross pay is solely for the purpose of augmenting the employee's eventual retirement benefit, and is not to result in additional net income to the employee. It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also acknowledged that the inclusion of this contribution in the employee's gross pay does not by its nature affect overtime compensation, future pay increases, or other similar benefits. In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the gross pay affects overtime compensation, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will

be to result in the least net financial effect on both the employee and the employer.

*The City's contribution of the composite rate (\$538) will increase with future increases to the composite rate.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/05, for each eligible employee covered by this Agreement into the City's Health Insurance Plan. Any additional premium charges after 7/1/05 and all increases in premiums for the duration of this Agreement will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of 10%.

Type of Coverage	7/1/05		7/1/06	
	City	Employee	City	Employee
Employee	\$342	\$ 5	\$ 538	\$ 5
Employee & Spouse	\$495	\$55	\$ 538	\$55
Employee & Child(ren)	\$468	\$52	\$ 538	\$52
Family	\$650	\$72	\$ 538	\$72

- a. The City reserves the right to add to the benefit plan in effect prior to August 1, 1988, with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.

Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

- b. The City shall be at the liberty to make an independent selection of the insurance

carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 27 - JURY DUTY

27.1 An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY.

27.2 An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. Employees will be required to report back to work, regardless of the time dismissed, if not on annual leave.

ARTICLE 28 - HEALTH/SAFETY

28.1 The CITY and UNION agree to jointly promote the safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by and be representative of the UNION.

28.2 The Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety/Accident Review Committee of reasonable safety rules and regulations involving the Fire Department.

28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and file a written report to the Fire Chief, City Manager, the City's Safety/Accident Review Committee, and the Union. The report shall be the basis for recommending preventative measures.

- 28.4 The Fire Safety Advisory Committee may recommend changes or additions to improve protective clothing and equipment.
- 28.5 The Committee shall keep minutes of all Committee meetings and a written report shall be prepared for review at the next Committee meeting, with a copy submitted to the Fire Chief.
- 28.6 The sole forum for considering and resolving matters relating to this Article shall be through the Fire Safety Advisory Committee and the Safety/Accident Review Committee.

ARTICLE 29 - TOBACCO USE

- 29.1 Only those employees hired prior to 10/30/01 will be allowed to use tobacco on-duty in accordance with City policy and State law. Regardless of hire date, employees can use tobacco off-duty at their own discretion.

ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.
- 30.2 If any Article or Section of this AGREEMENT or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the AGREEMENT and the addendum thereto shall not be affected thereby, and the parties to this AGREEMENT shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such Article or Section.

30.3 Regarding the application the FLSA, parties will be bound by current federal regulations, Volume 29, C.F.R., parts 500 to 599 until revoked. Should such regulations be revoked, then and upon such revocation, those terms and conditions of this AGREEMENT affected thereby and restricted thereto, shall be renegotiated to comply with the FLSA and/or new regulations issued by the Labor Department.

ARTICLE 31 - SUPPLEMENTAL AGREEMENT

31.1 During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT.

This clause shall not be construed to limit, impair or act as a waiver of the UNION'S or CITY'S right to bargain collectively on changes contemplated or effected by the CITY which may affect the basic terms and conditions herein set forth.

31.2 The CITY and UNION acknowledge that during the negotiations which resulted in this AGREEMENT, each had unlimited right and opportunity to make demands and proposals with respect to subject or matters not removed by law from the area of collective bargaining regarding the employees covered by this AGREEMENT.

ARTICLE 32 - MEAL ALLOWANCE

32.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime, he shall be provided a hot meal by the City and given a reasonable amount of time to eat.

32.2 Monetary amounts will be as follows, if a meal is not provided by the City:

Morning meal limited to \$ 7.00
Noon meal limited to \$ 7.00
Evening meal limited to \$14.00

ARTICLE 33 - DATA ACCESS

33.1 Employer recognizes the necessity for the Local #8 to have possession of information to maintain the current agreement and prepare for negotiations. Upon request of Local #8, employer agrees to furnish all data requested, which falls under the public information act.

ARTICLE 34 - TERM OF AGREEMENT

34.1 This AGREEMENT shall be effective as of the first day of July, 2005 and shall remain in full force and effect through the thirtieth day of June, 2008. This AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

34.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in force for one (1) year from expiration date.

EXECUTED at Great Falls, Montana, this ____ day of _____, 2005.

CITY OF GREAT FALLS, MONTANA

ATTEST:

Peggy J. Bourne, City Clerk

City Manager

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:
City Attorney

LOCAL #8
INTERNATIONAL ASSOCIATION
FIRE FIGHTERS AFL-CIOCLC

ATTEST:

President

Secretary-Treasurer

Vice-President

ADDENDUM 1

SCHEDULE A

Employees shall be paid according to the following pay schedule (monthly):

The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

Ranks	Rank % X's FF	7/1/05 (2%)	Rank % X's FF	7/1/06 (1.25%)	Rank % X's FF	7/1/07 (2%)
Fire Fighter (After 6 mos.)*		\$2,936		\$2,973		\$3,032
Fire Fighter First Class	14%	\$3,347	14%	\$3,389	15%	\$3,487
Engineer	17%	\$3,435	17%	\$3,478	18%	\$3,578
Captain	26%	\$3,699	26%	\$3,746	30%	\$3,941
Battalion Chief	37%	\$4,022	37%	\$4,073	42%	\$4,305

*Initial probationary employees are excluded from the bargaining unit per Section 2.1 of the Agreement. Although excluded from representation, it is agreed that after six months of employment, employees will receive 100% of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary

period.

Nationally registered EMT certification, Fire Fighter Base X's 2%.

Paramedic certification pay:

1. Fire Fighter Base X's 4.5%
Criteria: 1st increase effective upon the Department Administration receiving proof of Paramedic certification

2. Fire Fighter Base X's 7%
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)

The number of Paramedics: maximum of 20, increasing at management's discretion.

An employee assigned to the Inspector position shall receive a special pay in the amount of \$100/mo.

Engineer requires five (5) years in rank as Fire Fighter 1/C. In addition to the above pay schedule, employees shall be compensated as follows:

LONGEVITY: According to the following schedule and longevity suits settlement as follows:

LONGEVITY SCHEDULE:

<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>
\$12.50	\$14.50	\$15.50

FIRE FIGHTERS' LONGEVITY SUIT SETTLEMENT

1. For those hired prior to July 1, 1975:
 - A. According to the Longevity Schedule above for each complete year of service from one (1) year through twenty (20) years.
 - B. Then, 1% of present rank base pay for five (5) years from twenty-one (21) years through twenty-five (25) years.
 - C. Then, return to Longevity Schedule above for each complete year of service from twenty-six (26) years on with no maximum number of years.

2. For those hired after July 1, 1975:
 - A. According to the Longevity Schedule above for each year of service with no maximum number of years.