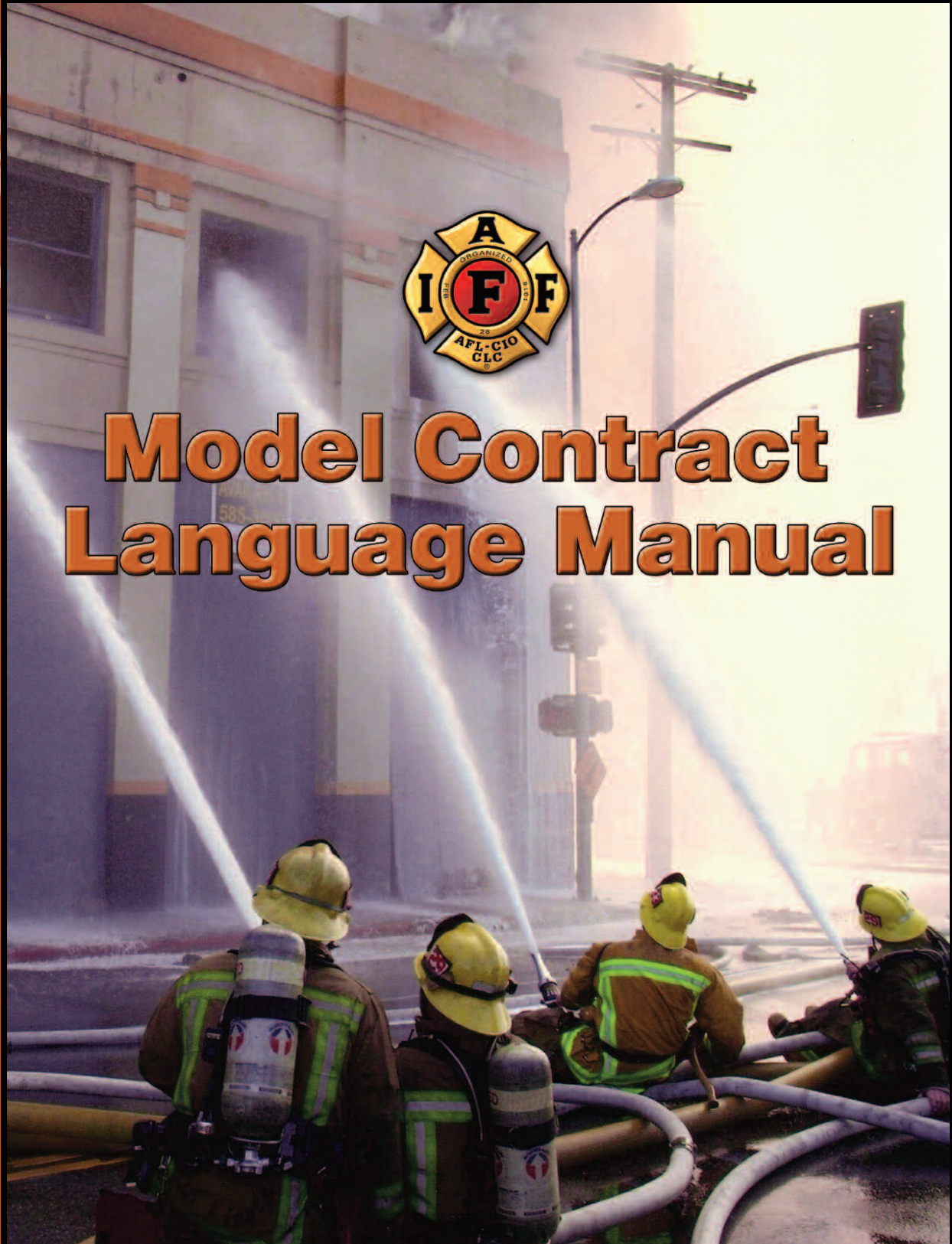


INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



# Model Contract Language Manual







# IAFF Model Contract Language Manual

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# Introduction

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**T**he negotiation of the terms and conditions of employment is the application of democratic principles in the workplace. Collective bargaining is a rational and appropriate means for Fire Fighters to participate in the decision making process regarding their hours, wages and working conditions. The culmination of this process is the written agreement which formalizes the intentions and understandings between management and labor during the negotiating process.

The intention of this manual is to provide actual examples of contract language extracted from IAFF local union agreements to assist IAFF affiliates in preparing their contract proposals and drafting collective bargaining agreements. Sample language contained within this book is broken down into three categories: (1) boiler plate language (2) economic and benefit language and (3) miscellaneous language. Boiler plate language may be defined as language which ensures the individual employee protection by the continuing existence of the union. Such language is inclusive, but not limited to issues such as: dues checkoff; seniority; union recognition; grievance procedure; savings clause and union activity provisions. Economic and benefit language may be defined as language which addresses benefits to be received by employees. Such language is inclusive, but not limited to issues such as: health insurance; hours of work; overtime; and paid leave. Miscellaneous language may be defined as language which addresses employee

working conditions. Such language is inclusive, but not limited to issues such as: ADA/ADEA; drug testing; labor-management committees; and shift exchange.

In addition to actual examples of contract language, we have also incorporated model contract language developed by the IAFF where applicable. It should be noted that the model language is a starting point during the negotiating process and the “finished product” will most likely resemble the actual examples provided in this manual.

It is not the intention of this book to advocate the verbatim use of the attached contract language. Rather, it is intended to provide a tool for developing and adapting language to suit the local’s need. It is necessary to check applicable laws to ensure contract language is in compliance with any state or local collective bargaining statutes.

When the Employer and the Union have arrived upon mutually acceptable provisions, the final clauses should reflect the understanding reached at the table with language in clear, non-legal and non-technical terms meant to accomplish the intent of the parties. Many disputes arise during the life of an agreement because the language did not clearly express the intent of the parties.



# Boiler Plate Language

## BULLETIN BOARD SPACE

Bulletin Board clauses are negotiated so that pertinent information about the union (meetings, conferences, changes in working conditions impacting union employees, etc.) can be circulated in an efficient manner.

Model contract language:

**The Employer shall provide (amount) of space on bulletin boards for the use of the Union in the fire house at convenient locations accessible to employees.**

Provided below are three sample bulletin board space clauses:

■ Clause 1:

The City agrees to install notice boards for the sole use of the Association, in suitable locations easily accessible to the employees for the purpose of posting notices of interest to the Association.

■ Clause 2:

The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business. In those stations where two bulletin boards presently exist, the City will give one to the Union, or where feasible, the City will permit the Union to utilize an area of an existing bulletin board for union business. The bargaining unit shall purchase additional bulletin boards at its expense which it deems necessary.

■ Clause 3:

The Employer will maintain suitable bulletin boards in each fire station which may be used by the Union for information concerning union activities.

## CONTRACTING OUT

Contracting out clauses are negotiated to ensure job security for union members. Contracting out clauses generally provide for notice of contracting out, a ban on contracting out beyond the current practice, or a total ban on any contracting out.

Model contract language:

1. The Employer shall not contract out bargaining unit work.
2. The Employer shall not contract out bargaining unit work beyond that which is currently contracted out.
3. The Employer shall not contract out work if there are employees at work or on layoff who can perform the work in question.

Provided below are three sample contracting out clauses:

■ Clause 1:

Except where an emergency situation exists, during the term of this Memorandum, the City will not contract out work presently performed exclusively by Bargaining Unit employees without advance written notice to the Union where it is prac-

ticable to do so and, if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decision on Bargaining Unit employees. It is understood that notice and discussion of the impact of any subcontracting decision shall not delay implementation of the decision to subcontract, even though discussion of the impact may still be pending or ongoing.

While studies may constantly take place, the City, at this time, has no formulated plans for the additional contracting out that would cause the displacement of Bargaining Unit employees. It remains that the City's general policy to utilize bargaining unit employees to perform work they are qualified to perform.

■ Clause 2:

The City agrees that Fire Suppression functions shall not be contracted out to private companies.

■ Clause 3:

The Village of \_\_\_\_\_ agrees that effective upon the signing of this Agreement, in no event shall the Village contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, including but not limited to fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services during the term of this Agreement.

## DISCIPLINE AND DISCHARGE

The right to discipline and discharge an employee is considered to be a management prerogative. Contract language on discipline and discharge ensures however that due process and rights of the employees are defined in order to provide protection against arbitrary actions by the Employer.

Model contract language:

**No employee shall be disciplined or discharged without just cause.**

A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge. At least \_\_\_\_\_ days before the hearing, the employee and Union shall be notified in writing of the charges, and the time and place of the hearing. The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

The employee and Union shall be entitled to a copy of the transcript from the hearing at no cost.

Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

Provided below are three sample discipline and discharge clauses:

■ Clause 1:

The City shall not discipline or dismiss any permanent employee bound by this Agreement except for just cause and the only ex-

ception to this provision shall apply to a probationary employee who has not been appointed as a permanent employee.

■ **Clause 2:**

It is agreed that the Fire Department has the right to discipline or discharge employees for just cause. Disciplinary matters shall be subject to the grievance procedure, including binding arbitration.

■ **Clause 3:**

Section 1. During the first three (3) months of their employment with the Fire Department, all employees are considered to be probationary, meaning in part that they are subject to discipline, up to and including dismissal, without recourse to the Grievance and Arbitration process.

Section 2. The following is a non-exclusive list of cause which shall be deemed just reasons for severance of the employment relationship:

- Drinking or being under the influence of intoxicants, narcotics, controlled substances or hallucinogens during duty hours.
- Dishonesty.
- Fighting on duty.
- Willful violation of a publicized employment rule or regulation.
- Insubordination.
- Failure to abide by prescribed standards as to personal appearance.
- Habitual tardiness.

Section 3. Discipline shall be accomplished in a constructive, progressive manner, so as to rehabilitate and correct an offender, if at all possible.

Section 4. The types of disciplinary actions that may be taken will include documented verbal counseling, written reprimand, suspension with pay, suspension without pay, probation or termination. The type of disciplinary action taken shall be consistent with the severity of conduct and whether it is a repeat offense.

## **DISCRIMINATION**

It is common for contracts to contain a clause prohibiting discrimination by the Employer against the employee. Prohibited grounds for discrimination may include race, religion, creed, age, sex and marital status. The inclusion of this language also creates another means for resolving discrimination through the grievance procedure.

### **Model contract language:**

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, or sexual orientation.

Provided below are three sample non-discrimination clauses:

■ **Clause 1:**

The Employer and the Association accept their responsibility to

ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, mental and physical disability, sex, marital status, family relationships, membership or non-membership in the Association.

■ **Clause 2:**

The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

No department supervisor or representative of the City shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

■ **Clause 3:**

The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, sex, sexual orientation, national origin, age, physical or mental disability.

## **DUES CHECKOFF**

If dues checkoff is in place, the Employer deducts union dues from the wages of employees. The money that is collected is remitted to the union each month. An authorization form must be completed by the employee in order for dues to be deducted by the employer. Administrative costs for dues checkoff may be paid by the Employer, the employees or paid jointly. Dues checkoff should be contained within the collective bargaining agreement to ensure that the process continues in the absence or modification of a state law on dues checkoff.

### **Model contract language:**

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union.

Provided below are three sample dues checkoff clauses:

■ **Clause 1:**

Upon receipt of a lawfully executed written authorization form from an employee (the form now in use which is approved by the County), the County agrees to deduct the regular union dues of such employee from his/her bi-weekly pay and remit such deductions to the duly elected Treasurer of the Union within ten (10) working days from the date of the deduction. The Union will notify the County in writing \_\_\_\_ days prior to any change in the regular union dues structure.

An employee may, at any time, on forms provided by the Union (approved by the County), revoke his/her union dues and deduction and shall submit such revocation form to the County with a copy of such revocation form to the Union. The County shall only stop Union dues deductions on the first pay period in each calendar month.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, and judgments brought and issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

■ Clause 2:

It is agreed that union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within \_\_\_\_ working days after the conclusion of the month in which said dues and deductions were deducted.

■ Clause 3:

The City shall, at no expense to the Union, deduct union dues weekly upon receipt of authorization of members of Local \_\_\_\_ who sign lawful deduction form cards to be supplied by the Local, and members must continue to pay dues for the duration of this Contract. Authorization of dues deduction by a member of the Union may be revoked by \_\_\_\_ days' notice, in writing, to the City Controller and to the Secretary-Treasurer of the Union such deductions in each month following the month of deduction. Dues deducted shall be forwarded by the City to the Secretary-Treasurer of the Union.

The Union agrees to indemnify the City and hold it harmless for any and all claims, liabilities, and costs incurred by the City as a result of the City's compliance with this Article, provided that this indemnification by the Union shall not apply in the event of the City's noncompliance with this Article.

## DURATION

A contract clause on duration is important because it specifies the term of the Agreement.

Model contract language:

This Agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect until the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least \_\_\_\_ days prior to the anniversary date that it desires to modify the Agreement.

Provided below are three sample duration clauses:

■ Clause 1:

Except as this Agreement shall otherwise provide, it shall be-

come effective upon passage by the City Council of the City of \_\_\_\_ and shall commence January 1, 20\_\_\_\_, and continue in effect until December 31, 20\_\_\_\_. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

■ Clause 2:

This Agreement becomes effective as of January 1, 20\_\_\_\_, and shall remain in full force until December 31, 20\_\_\_\_. It shall be automatically extended for successive 1 year periods, unless either party shall give the other written notice not later than July 1 in the year of expiration of its desire to terminate, modify, amend or change the Agreement for the subsequent year. The notice to modify shall specify the Articles that will be subject to negotiation. Negotiations will be handled in accordance with the Guidelines for City's Relationships with Unions.

■ Clause 3:

This Agreement shall be effective as of the 1st day of January 20\_\_\_\_, and shall be binding upon the City and the Union and shall continue in full force and effect until midnight June 30, 20\_\_\_\_.

## EVERGREEN CLAUSE

Evergreen clauses ensure that the current Agreement will remain in full force and effect during negotiations for a new Agreement.

Provided below are three sample evergreen clauses:

■ Clause 1:

This Agreement will automatically be renewed for one (1) year periods after the initial term, unless either party gives to the other party written notice of intention to terminate or modify the Agreement one hundred and fifty (150) days prior to its termination date. However, the non-compensation provisions of this Agreement shall be considered automatically opened in the event that one of the parties provides the applicable statutory notice that it is seeking to terminate or modify the compensation provisions of this Agreement.

In the event that Local \_\_\_\_ serves upon the \_\_\_\_ Government a timely notice to modify the provisions of this Agreement, but the parties have not negotiated a successor contract as of the expiration date of this Agreement, it is hereby agreed that all of the provisions of this Agreement shall remain in full force and effect until a successor agreement is achieved through collective bargaining or through the applicable "impasse" resolution procedures of the \_\_\_\_ Government Comprehensive Merit Personnel Act.

■ Clause 2:

This Agreement shall be effective as of the first day of July, 20\_\_\_\_ or upon execution, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30th day of June, 20\_\_\_\_. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than March 1 prior to the date of termination that it wishes to terminate or modify this Agreement for any reason. Notification of intent to modify shall include the substance of the modifications desired. In the event that such notice is given, those provisions not reopened shall automatically renew from



year to year. Negotiations shall begin not later than March 15. This Agreement shall remain in full force and effect during the period of negotiations.

■ Clause 3:

If no agreement is reached by \_\_\_\_\_, this Agreement shall remain in effect until a new agreement is reached.

## GRIEVANCE PROCEDURE

The purpose of a grievance procedure is to provide a framework for the fair and orderly adjustment of grievances. The purpose of a grievance clause is to bring Management and the Union together in an effort to resolve disputed matters. In order to expedite grievances it is necessary to have a grievance procedure with time limits and a series of steps within the grievance procedure which involves progressively higher levels of Union and Management representatives. In addition, a successful grievance procedure should have a final step which is final and binding.

### Model contract language:

Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employee concerned may, in the presence of a representative of the Union, submit a grievance in writing to the employee's immediate supervisor. The supervisor shall attempt to adjust the grievance at that time and render a written decision within \_\_\_\_\_ working days.

Step 2. If the grievance is not settled at Step 1, the grievance shall be submitted to the Fire Chief within \_\_\_\_ working days who shall render a written decision within \_\_\_\_\_ working days after the receipt of the grievance.

Step 3. If the grievance is not settled at Step 2, the grievance shall be submitted within \_\_\_\_\_ working days to the (Personnel Director, City Manager, City Council, etc.) who shall render a written decision within \_\_\_\_ working days after the receipt of the grievance.

Step 4. If the grievance is not settled at Step 3, the grievance shall be submitted to arbitration by either of the parties upon notice to the other party.

Step 5. (Select the appropriate phrase[s].)  
A. An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association or Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within five (5) working days of receipt of the panel, make a selection of an arbitrator. In the event the parties cannot agree, the American Arbitration Association or the Federal Mediation Conciliation Service shall render a decision within thirty (30) working days after the case has been heard. The decision of the arbitrator will be final and binding upon both parties.

B. The Arbitration Board shall consist of a representative of the Employer, a representative of the Union and a representative appointed by the (Director of the State Department of Labor and Industries, or Minister of Labour of the Provinces or other appropriate agency). A majority of the Board shall constitute a quorum.

C. The Arbitration Board shall consist of:

1. Appointee of the Employer.

2. Appointee of the Union.

3. The above two appointees shall select the third member of the Arbitration Board who shall be the Chairman. Failing to reach an agreement, within \_\_\_\_ working days as to who the Chairman shall be, the matter shall be referred to \_\_\_\_\_ who shall make the appointment of the Chairman of the Arbitration Board within \_\_\_\_\_ working days.

D. The majority of the Arbitration Board shall render a decision and failing to reach a majority, the decision of the Chairman shall prevail.

E. The findings of the Arbitration Board shall be final and binding upon both parties.

F. The arbitrator's expenses and compensation shall be borne equally by both parties.

G. If the Employer does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant.

H. The expenses and compensation of the arbitrators selected by the parties shall be borne by the respective parties, and the expenses and compensation of the Chairman of the Board of Arbitration shall be borne equally between the parties.

Provided below are three sample grievance procedure clauses:

■ Clause 1:

(A) Definition - A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement.

(B) Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

Should the City fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.

(C) The word "day" shall mean calendar day, excluding Saturdays, Sundays and legal holidays, for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union:

Step 1: A grievance must be presented orally to the appropriate immediate supervisor within \_\_\_\_ working days of occurrence or within \_\_\_\_ days after it has become known to the employee. The supervisor shall have \_\_\_\_ days following such presentation to submit his/her oral response. The employee shall be accompanied by a union representative if he/she so requests.

Step 2: If the grievance is not settled at the first step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the District Chief within \_\_\_\_ working days after receipt of the Step 1 answer. The District Chief shall reply in writing within \_\_\_\_ working days after receipt of the written grievance.

Step 3: If the grievance is not settled at Step 2, the Union may appeal in writing to the Fire Chief. Such appeal must be submitted within \_\_\_\_ days after receipt of Step 2 reply. The Fire Chief or his/her designee shall reply in writing within \_\_\_\_ working days after receipt of the appeal.

Step 4: If the grievance is not settled at Step 3, the Union may appeal in writing to the Deputy Mayor for Labor Relations. Such appeal must be submitted within \_\_\_\_ days after receipt of the Step 3 reply. The Deputy Mayor or his/her designated representative shall meet within \_\_\_\_ calendar days with the Union to attempt to resolve the grievance. The Deputy Mayor shall reply to the Union in writing within \_\_\_\_ days following such meeting.

Step 5: If the grievance is not resolved at Step 4, either party may within \_\_\_\_ days after the decision of the Deputy Mayor, certify in writing to the other party its intent to submit the grievance to arbitration.

(D) Any time limits herein may be extended by mutual agreement.

(E) Arbitration

(1) Selection

The parties shall have \_\_\_\_ working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service to submit a panel of \_\_\_\_ arbitrators to both parties. The parties shall meet within \_\_\_\_ days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

(2) Hearing Time

The arbitrator shall schedule a hearing within \_\_\_\_ days of notification at a time and place convenient to the parties.

(3) Jurisdiction

The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He/she shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

(4) Binding on both parties

The decision of the arbitrator shall be in writing and binding on both parties.

(5) Cost Sharing

All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required.

■ Clause 2:

Step 1. (a) Informal discussion. The bargaining unit member or the Union representative may present the grievance orally to the immediate supervisor within \_\_\_\_ calendar days from such time as the bargaining unit member or the Union should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within \_\_\_\_ calendar days following the informal discussion.

(b) Formal submission. Should the grievance remain unresolved, the bargaining unit member or Union representative may submit the grievance, in writing, to the Chief, or his or her designated uniformed representative. The formal submission shall be made within \_\_\_\_ calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the \_\_\_\_ day period provided for informal discussion. If the grievance is not submitted within these timeliness, the grievance shall be considered resolved. The grievance shall state the specific Section of the Memorandum of Understanding, the Personnel Rules, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Chief, or his or her designated uniformed representative, shall render a decision in writing to the bargaining unit member and/or Union within \_\_\_\_ calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by employees shall be provided to the Union within a period not to exceed \_\_\_\_ calendar days. Copies of responses thereto shall also be provided to the Union.

Step 2. Appeal to Department Head. Should the grievance remain unresolved, the bargaining unit member or Union representative may, within \_\_\_\_ calendar days after receipt of the Deputy Chief's decision, submit the grievance in writing to the Fire Chief. The Fire Chief (or designated sworn uniformed representative) shall respond to the grievance in writing within \_\_\_\_ calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Union from presenting a grievance to the Fire Chief if it is deemed that such action is warranted by the nature or circumstances of the grievance.

Step 3. Bargaining Unit Member Relations Officer - Union Representative. Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step Two of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within \_\_\_\_ calendar days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations

Officer, or a designated representative, shall investigate the case and either respond to the grievance in writing within \_\_\_\_ calendar days of receipt of the grievance or meet with the bargaining unit member and/or assigned Union representative within \_\_\_\_ calendar days of submission and attempt to resolve the dispute.

Step 4. Conflict Resolution Team Process. The City and the Union encourage the grievant and the city to participate in the Joint City-Local \_\_\_\_ conflict resolution process. If mutually requested or agreed upon by the grievant and the city, the conflict resolution team (CRT) shall schedule a conflict resolution meeting. The Union shall appoint two members of the conflict resolution team, the Office of Personnel shall appoint one member of the conflict resolution team, and the Department shall appoint one member. The CRT shall work with the grievant and the City in an attempt to resolve the grievance or disciplinary matter. While the CRT is meeting with the grievant and the City, the Union and the City may agree to extend applicable time limits. The CRT may request the assignment of a mediator from the State Conciliation and Mediation Service.

Step 5. Civil Service Board - Arbitration. Should the grievance remain unresolved, either the City or the Union may, within \_\_\_\_ calendar days of said meeting submit the grievance to an impartial arbitrator who shall be selected by mutual agreement.

If the grievance concerns a disciplinary discharge or disciplinary action, the bargaining unit member or Union may elect to submit such grievance to the Civil Service Board, or the Union may elect to submit the grievance to arbitration, but only one such avenue of redress may be selected. Provided, however, that in accordance with the Civil Service Rules, disciplinary action can be appealed to the Civil Service Board only in the case of suspension, fine or discharge. The Civil Service Board may elect to use a Hearing Officer for such appeals.

In the event that the bargaining unit member or Union representative elects to submit such grievance to the Civil Service Board, the filing of the written grievance in accordance with Step 1(b) above shall satisfy the requirement of the Personnel Ordinance that the employee shall give notice of intent to appeal a discharge or disciplinary action.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement, the Personnel Rules, or Departmental Rules.

Time limits. Time limits prescribed in Section 2 above may be extended by mutual agreement of the parties. Failure by the employee or the Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so

modified, shall cause the grievance to move to Step 2 or Step 3, whichever is the next level.

Consolidation. Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

Consolidated Grievance and Interest Arbitration. When a grievance is filed and the following occurs: (1) the matter goes to a grievance arbitration; (2) the arbitrator determines that the dispute in question is not otherwise covered by the Agreement; but (3) the matter is subject to interest arbitration, then the arbitrator shall have the same authority as if selected as the neutral arbitrator under the provisions for mediation/arbitration. The arbitrator shall conduct "mediation/arbitration" and follow the provision outlined within the City Charter.

Immediate Dispute Resolution. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the City's interests, the Union, or a substantial number of members represented by the Union, either the City or the Union may request suspension of the grievance process as described in Section 10.3 of this Article and proceed to immediate resolution discussions with the Fire Chief, the Employee Relations Officer, and a Union representative. Such discussions shall be concluded within \_\_\_\_ days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of \_\_\_\_ professional neutral arbitrators, \_\_\_\_ submitted by each party when proceeding to arbitration pursuant to this Section. The first arbitrator, selected at random, available within a forty-eight (48) hour period shall be selected.

In any such case the arbitrator shall have no power to add to or to subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering his/her award. Pending prompt and immediate decision of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provisions of this Section shall not be invoked for actions involving individual bargaining unit disciplinary actions or grievances.

#### ■ Clause 3:

Section 1. Scope of Grievance Procedure. Any disputes or grievances which may arise between the City and the Union or an individual employee shall be resolved as provided in the following grievance procedure, excepting only those disputes

remaining within the jurisdiction of the Civil Service Commission as created by Chapter \_\_\_\_ or Article \_\_\_\_ of this contract.

Section 2. Right to Present Grievance; Union Presentation. Any employee may present a grievance to the City on a form provided by the City and such grievance will be processed in accordance with the grievance procedure outlined herein. When requested by the employee and agreed to by the Union, the Union may represent and act for the aggrieved employee at all levels of the grievance procedure.

Class Action Grievances. Grievances affecting two (2) or more members of the bargaining unit shall also be processed in accordance with the procedure outlined herein.

Section 3. Procedure for handling grievances.

Step 1. Within \_\_\_\_ days of the incident giving rise to the grievance, or within \_\_\_\_ days of constructive knowledge of the event the employee shall file a written grievance with the Fire Chief. The written grievance shall be filed on the Grievance Form provided by the City and shall contain the following information:

- (1) A statement of the grievance and the facts upon which it is based;
- (2) Shall point out the provisions of the agreement considered applicable or alleged to have been violated, if any; and where prevailing rights or a past practice is a basis of the grievance, the specific right or practice must be identified;
- (3) Shall state the remedy or adjustment sought; and
- (4) Shall be signed by the aggrieved employee.

The Fire Chief or Deputy Chief shall meet with the employee, discuss the grievance, and shall respond in writing within \_\_\_\_ calendar days after receiving the grievance. The written response at this step, and the management responses at all steps thereafter, shall contain the following information:

An acceptance or rejection of the facts upon which the grievance is based;

An explanation of the provisions of the agreement considered applicable;

A statement of the remedy or adjustment, if any, to be made;

The signature of the appropriate management representative.

Step 2. If the Fire Chief response at Step 1 is rejected, the grievance shall be submitted to the Union Grievance Committee within \_\_\_\_ calendar days of the Chief's response. If the Union Grievance Committee decides that no grievance exists or that the Fire Chief's response is satisfactory, no further action is required and the Fire

Chief's response shall be final and binding. If the Union Grievance Committee decides that a grievance does exist and the response is unsatisfactory, it shall, within \_\_\_\_ calendar days of receiving the grievance, forward the grievance to the City Manager at Step 3.

Step 3. If the grievance is submitted to Step 3, the City Manager shall meet with the employee to discuss the grievance and shall make a response within \_\_\_\_ calendar days following the receipt of the grievance from the Union Grievance Committee.

Section 4. Arbitration of Grievance.

A. If the grievance has not been resolved at Step 3, the Union may request that the grievance be submitted to arbitration within \_\_\_\_ days after receiving the City Manager's response.

B. Mandatory arbitration: Upon request by the Union, arbitration is mandatory on the part of the City with regard to those grievances or disputes involving the application, interpretation and enforcement of the terms of this Agreement and which are limited to incidents involving individual employees or employee groups rather than matters affecting the entire bargaining unit as a whole. The refusal to submit a dispute to arbitration where arbitration is made mandatory by this section, shall be deemed an action or omission pertaining to the rights, duties and obligations provided by Article \_\_\_\_, and the parties requesting arbitration shall be entitled to the remedies allowed by Section \_\_\_\_ of that Act, subject to judicial determination.

C. Voluntary arbitration. Any other disputes, including contract interpretations on application as they might possibly or otherwise affect the bargaining unit as a whole, may be submitted to voluntary arbitration only upon the mutual agreement of the City and the Union.

D. Arbitration Procedure: Within \_\_\_\_ business days after a request for mandatory arbitration or an agreement for voluntary arbitration, the City and the Union shall meet to begin the arbitration procedures provided herein.

(1) Expedited or conventional arbitration: Upon agreement between the City and the Union, such arbitration shall be conducted according to the expedited labor arbitration rules of the American Arbitration Association (AAA). In absence of such an agreement, the arbitration shall be conducted according to the conventional Voluntary Labor Arbitration Rules of the AAA. Provided, however, in case of conflict between AAA rules and this Contract, the Contract shall control.

Choosing the arbitrator: A list of \_\_\_\_ qualified neutrals shall be requested immediately from the American Arbitration Association. Within \_\_\_\_ business days after receipt of the list, the Union and the City shall alternatively strike names from the list and the last remaining name shall be the arbitrator.

(3) Various Rules Applicable to Arbitration Proceedings:

(a) The hearing on the arbitration shall be informal and the strict rules of evidence or pleadings shall not apply. The arbitrator shall not have the power to add to, subtract from,



or modify the applicable provisions of this agreement in arriving at a decision on the issue or issues presented but shall confine his/her decision to the interpretation, application or enforcement of this Agreement as applicable to the facts and circumstances presented. The arbitrator shall confine himself/herself to the issues submitted for arbitration, and shall have no authority to determine any issue not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union and the City, subject to judicial review as provided by Section \_\_\_\_ of the \_\_\_\_\_ Local Government Code.

- (b) The parties, during arbitration hearings, shall have the following rights: to exchange the names of witnesses to be called and the nature of their testimony prior to the hearings; to require the arbitrator to subpoena witnesses; to be represented by legal counsel; to present evidence, testify and argue the evidence; to confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence); to have discovery appropriate to the nature of the case prior to hearing, subject to rules of discovery in civil cases. Judicial rules of evidence need not be strictly followed; witnesses may be placed under the rule, and all hearings shall be public unless otherwise agreed by the affected parties. The rules of the American Arbitration Association shall govern the conduct of hearings except where in conflict with this contract. The arbitrator shall render a decision in writing setting forth the reasons for his/her decision. The conclusion reached by the arbitrator shall be based solely on evidence presented at the hearing. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case without giving all parties notice and the opportunity to attend. Arbitration hearings may be continued or recessed by the arbitrator in the interest of justice or when mutually agreed by the parties.

- (c) It is hereby agreed that witness fees shall not be considered as arbitration fees or expenses, and arrangements to compensate witnesses, whether such witnesses be fire fighters or not, shall be made by the party calling the witnesses, and neither party shall be required to pay for witnesses of the other party. All such hours which are over the regular scheduled work week will be paid at the rate of time and a half. Provided, however, that nothing herein shall require the grievant or the Union to compensate witnesses called by them.

Nothing in this agreement shall prevent the Association from charging non-members a reasonable fee and expenses for representation, in accordance with its by-laws and other applicable law.

#### Section 5. Payment while Participating in Grievance and Arbitration Procedures.

Union officials and members participating in the grievance and arbitration procedure in an official capacity shall receive full pay while performing the duties required under the previous sections. This shall include the union representative of the aggrieved employee at Steps 1 through 3 and the Union President and Chairman of the Union Grievance Committee and such other Union officials equal in number to the size of the City's arbitration team, if more than \_\_\_\_, excluding legal counsel.

#### Section 6. Appeals from Promotional Bypass.

An employee who is bypassed for promotion pursuant to Chapter \_\_\_\_, Section \_\_\_\_, may appeal such decision to arbitration within ten days of receiving written notice thereof. The notice of bypass shall state the Chief's reasons for such bypass. The employee's appeal shall be in writing and shall be filed with the Director of Human Resources. Said appeal shall be decided by arbitrator chosen in accordance with this policy. The City and the employee shall share equally the arbitration fees and expenses, except where the Association represents the employee it shall pay his/her share. With respect to promotional bypass, the employee shall have such right to appeal the arbitrator's decision to district court as he/she is given in Chapter \_\_\_\_ to appeal the Commission's decision, and no greater right.

#### **MANAGEMENT RIGHTS**

This clause will be proposed by management. Special care should be given to the extent of this clause. Many "management rights" clauses are vastly restrictive to the Union and could, in the end, nullify a major share of the benefits set out in the rest of the Agreement. Two opinions prevail in management regarding the contents of a management rights clause. One group contends that management's prerogatives should be spelled out and the absence of such seriously hinders the effectiveness of management. The other group is of the opinion that the rights of management are inherent and that it is unnecessary to set out these rights in order to retain them. Under this principle, the only rights that management might not retain are those not addressed in the Agreement.

#### **Model contract language:**

The parties agree that it is the exclusive right of the Employer, subject to, and in accordance with, the terms of this Agreement and applicable laws and not inconsistent therewith to:

1. Maintain order, discipline and efficiency.
2. Hire, direct, transfer, promote, discharge, suspend or otherwise discipline employees for just and proper cause.
3. Generally, to operate and manage the undertakings of the Department and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery necessary for the efficient and economical carrying out of the operations and undertakings of the Department.

Provided below are three sample management rights clauses:

#### ■ Clause 1:

The employees' representative agrees that the Employer has complete authority over policies and administration of the Fire Department which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including all statutory and inherent managerial rights, prerogative and functions. Any matter involving the management of department operations except as expressly modified or restricted by a specific provision of this Agreement remains within the exclusive province of the Employer. This provision is not intended to cover, however, a fixed and established past practice of the parties that has been unequivocally accepted by both parties over



a reasonable period of time but has not been reduced to writing in this Agreement. Should the union object to any work rule or regulation as being in violation of this Agreement, it may resort to the Grievance Procedure outlined in this Agreement.

■ Clause 2:

Except as herein otherwise provided, the Management of the Department and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is vested exclusively in the Employer.

It is further agreed, except as herein otherwise provided, that the responsibilities of Management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control. Provided however, that the exercise of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provisions of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance provision.

■ Clause 3:

All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement, are recognized by the Association as being retained by the Employer. These rights include but are not limited to the following:

- (1) To maintain efficiency and to make, alter and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement;
- (2) To direct, hire, promote, demote, transfer and for just and reasonable cause suspend, discipline or dismiss employees;
- (3) To evaluate jobs, classify positions, establish qualification requirements of employees and specify the employees' duties; and
- (4) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the Employer, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement.

## PERSONNEL RECORDS (REVIEW OF)

Employee access to personnel records is necessary. Employees will be aware of adverse comments and will be able to refute such comments. In addition, an employee will want to review personnel records to ensure that formal reprimands have been properly expunged after the designated length of time.

Provided below are three sample personnel records clauses:

■ Clause 1:

The Deputy Chief, Administration or designee shall maintain one official personnel file for each member. Members or their authorized representatives have the right to examine the contents of their official personnel file maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in a member's official personnel file unless and until the member has been informed that such comments are to be placed in his or her file and a notation has been made on the face of the document of the date and time when the member was so informed. Members may cause to be placed in their official personnel file all such responses as they deem appropriate to adverse material inserted therein. Members may also request to be placed in their official personnel file a reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance.

Only persons authorized by the Deputy Chief, Administration or designee may review a member's master personnel file in compliance with the Citywide Employee Personnel Records Guidelines.

Formal reprimands without further penalty more than \_\_\_\_ year(s) old, and those with additional penalty more than \_\_\_\_ year(s) old, will not be considered for purposes of promotion, transfer or special assignments. All members shall have the right to review their official personnel file to identify all such documents. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the member. The envelope will be placed in the member's personnel file and will be opened only in the event that the member is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

■ Clause 2:

In order to give the employee notice and an opportunity to be informed and for possible refutation, the Fire Chief or his/her designee shall provide the employee with a copy of any non-routine material which is being placed in the employee's personnel file. Non-routine material shall include memorandums documenting counseling or verbal reprimands, Employee Notices, letters of commendation or any other material which is not generally associated with day to day administrative maintenance requirements.

The Employer agrees that an employee shall have the right to include in the employee's official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

■ Clause 3:

The Personnel Department shall retain each Employee's official personnel file. The Fire Department shall retain each Employee's departmental file. All employees shall be able to view their personnel file or their departmental file in the Fire Chief's office during normal office hours (in the presence of an administrative staff member).

## PERSONNEL REDUCTION

A lay-off procedure is essential because it provides some form of job security. In the event of a reduction in force, collective bargaining agreements provide that work force reduction be carried out in reverse order of seniority, and that laid off employees shall have recall rights.

### Model contract language:

**In the case of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.**

Provided below are three sample personnel reduction clauses:

■ Clause 1:

- (1) The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least \_\_\_\_ days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than \_\_\_\_ days, within which it shall meet and confer with the Union to discuss such action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of notice.
- (2) Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least \_\_\_\_ days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice shall state the reasons for the action, and any rights which the employee may have under the Administrative Manual and Department of Personnel Rules or this Memorandum with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.
- (3) All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the employee was hired into the Fire Department. Seniority in rank or classification shall be established from the date that the employee was promoted into the rank or classification which he or she currently occupies.

In the event of a tie in seniority, the tie shall be broken on the basis of the Fire Academy final standing or score upon graduation from the Fire Academy.

There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to layoff.

- (4) For purposes of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an employee who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the employee's favor as if the employee lost no time away from work. Second, should an employee return to the Department after having resigned from City service or voluntarily transferred from Fire Department service for more than six months, his or her seniority shall begin anew; if less than six months, then the employee shall regain previous service time.
- (5) In the event a reduction in force is necessary, the reduction shall proceed in the following order:
  - (a) Employees shall be laid off in reverse order of departmental seniority; the most junior employees within the Department shall be laid off first, without regard to rank or classification.
  - (b) In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.
  - (c) An employee who is laid off shall be paid for all accrued but unused leave time, including vacation, holiday and retirement leave (employee must be eligible for service retirement), based on the employee's total annual salary as of the date of separation.
  - (d) All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
  - (e) Each junior employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or the classification immediately junior. This shall not pertain to layoffs, which shall be consistent with Departmental seniority rights.
- (6) Any employee who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting out-of-title compensation based on the employee's acting certification. Any employee who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
- (7) If the current salary is the same as or greater than the maximum of the lower grade, the employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.

- (8) The Department of Personnel shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for 24 months after the date of a layoff (unless extended by the Department of Personnel) and shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired or transferred (from other City agencies) to become new employees of the Fire Department. No person may be hired, nor may any person be transferred from another City agency, while any person in that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The employee shall receive no credit for longevity while on layoff.
- (9) Notice of recall to the employee's former position shall be given to the employee in writing at his or her last known post office address, it being the employee's obligation to notify the Personnel Administrator, or other designated agent of the Fire Department, of any change in address while laid off, or reduced in rank. The notice shall be by certified mail, return receipt requested. The employee shall be given \_\_\_\_\_ days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Personnel Administrator.
- (10) Any employee who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject however to the recall or reinstatement rights of any laid off or demoted employee under the terms of this Article.
- (11) The provisions of this Article shall govern to determine the rights of any employee who is demoted or laid off on or after July 1, 20\_\_\_\_.
- (12) In addition to the rules generally applicable to layoffs, the following additional rule shall apply to the Emergency Medical Service Division. For purposes of layoff and reemployment, Employee Layoffs defines "organizational unit". The Fire Department has three (3) or more organizational levels, the level immediately below the agency is normally designated as a bureau. The organizational level immediately below a bureau is normally designated as a division. "Organizational unit" refers to a division. In this instance, the Emergency Medical Service Division is an organizational unit.

All Emergency Medical Service personnel who are to be laid off shall first be offered an opportunity to fill any vacant position(s) in the Fire Department for which the

employees are qualified or for which they may be qualified after a period of training. In the event a reduction in force is necessary in the Emergency Medical Service, but there are fewer vacant positions remaining in the Fire Department than the number of employees to be laid off, the vacancies shall be offered in the order of seniority going first to the most senior personnel to be laid off from the Emergency Medical Service.

■ Clause 2:

In the case of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. For the purposes of this Article, time in the Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

■ Clause 3:

Section 1. Because of changes in programs, lack of funds, decrease in work, or for any other legitimate reason making it necessary for the Employer to reduce the work force, a standard reduction-in-force procedure will be followed to carry out the layoff in a fair and orderly way.

Section 2. The employee's termination under this article is to be considered as a result of the reduction-in-force and not discipline and in no way shall affect the employee's COBRA, unemployment compensation, and other statutory rights and benefits.

Section 3. In the event of a reduction-in-force, the following procedure shall be adhered to:

- ORDER OF LAYOFF: Upon determination that a layoff is necessary a list of employees ranked in the order in which they are laid off will be prepared and posted. The procedure for developing the layoff list is as follows:
- Employees in each classification will be rank ordered according to department seniority and veterans preference points with the least senior employee listed first. Initial probationary employees shall be laid off first and promotional probationary employees will be returned to former class.
- Department seniority is defined as 1 point for each full month of service with \_\_\_\_\_ Fire Rescue.
- An employee designated for layoff may be entitled to bump an employee in a lower classification in the department if the employee has:
  - more seniority than the employee to be bumped;
  - is qualified for the position;
  - is capable of performing the duties of the lower classification.
- A bumped employee can also exercise the same bumping privilege into a lower classification.

## PREAMBLE

A preamble defines the parties who are entering into the agreement. In addition, this clause promotes good will between the parties.

### Model contract language:

This Agreement is entered into by and between \_\_\_\_\_ hereinafter referred to as the Employer and Local # \_\_\_\_\_, International Association of Fire Fighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Provided below are three sample preamble clauses:

#### ■ Clause 1:

(1) This Agreement is entered into between the \_\_\_\_\_ Government and the Fire and Emergency Medical Services Department (the "Department"), (jointly referred to as the "Employer"), and International Association of Fire Fighters, Local \_\_\_\_\_, AFL-CIO (the "Union")

(2) The Employer and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations.

#### ■ Clause 2:

It is the general purpose of this Agreement to promote the mutual interests of the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise; to establish proper standards of wages, hours and other conditions of employment which will provide and maintain a sound economic basis for the delivery of public services; to provide for the operation of the services delivered by the City under methods which will ensure economic and efficient operation. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

#### ■ Clause 3:

This Memorandum of Agreement (hereinafter "Memorandum") is entered into by and between the City of \_\_\_\_\_ (hereinafter "Employer"), and Local \_\_\_\_\_, International Association of Fire Fighters (hereinafter "Union").

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.

## PREVAILING RIGHTS/MAINTENANCE OF BENEFITS

Prevailing rights/maintenance of benefits clauses are negotiated to provide for the continuation of existing working conditions that may not be included in the contract.

### Model contract language:

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Provided below are three sample prevailing rights/maintenance of benefits clauses:

#### ■ Clause 1:

The following rights, privileges and benefits enjoyed by employees prior to February 20\_\_\_\_ will be maintained for the duration of this Agreement and shall not be diminished, modified or eliminated during the term of this Agreement unless changed by mutual written consent.

#### ■ Clause 2:

Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or perquisites presently covered by statutes, existing rules and regulations or past practices recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement. Said rights, benefits or perquisites which pertain to subjects which are negotiable under the provisions of chapter \_\_\_\_\_, shall not be modified or terminated except by agreement of the parties.

#### ■ Clause 3:

All standards, privileges and working conditions enjoyed by the City of \_\_\_\_\_ Fire Fighters at the effective date of this Agreement, which are not included in this Agreement shall remain unchanged for the duration of this Agreement.

## SAVINGS CLAUSE

Savings clauses ensure that if a provision is declared invalid by court action or legislation, only that provision is null and void and that the remaining portions of the negotiated Agreement are in full force and effect.

### Model contract language:

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.

Provided below are three sample savings clauses:

#### ■ Clause 1:

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

Should any provision of this Agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.



Should any party fail to give notice to the other party that it desires to commence negotiations with regard to the provision that was held or determined to be illegal or void within \_\_\_\_ days of said party having knowledge that a provision was held or determined to be illegal or void, the party shall lose the right to commence negotiations concerning the substance thereof.

The Agreement is the entire Agreement of the parties, terminating all prior Agreements.

■ Clause 2:

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

■ Clause 3:

Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or Subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Article or Subsections thereof affected. If they are unable to come to an agreement on the matter, the provisions of Section \_\_\_\_ of the Charter shall apply. All other provisions of this Agreement not affected shall continue in full force and effect.

## SENIORITY

Seniority gives priority to employees based on length of service. In most agreements, seniority is a criteria in layoffs, recall, promotion and transfers. In addition, benefits such as vacation leave are based on seniority or length of service.

### Model contract language:

**Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the (Civil Service) Eligibility List.**

Provided below are three sample seniority clauses:

■ Clause 1:

Seniority is defined as length of continuous employment with the City, Division of Fire as herein defined, including military service as defined by Federal and State laws. Any City employee transferring to the Division of Fire shall not include in any seniority computation any prior service with any other Department or Agency of the City of \_\_\_\_\_.

Seniority of an employee shall commence on his or her first day of employment and shall continue for as long as the employee is a member of the Division or on an approved leave of absence.

Seniority shall prevail with respect to the choosing of house watch, vacations and such other matters within the jurisdiction of the Agreement.

The Department shall establish a seniority list of all employees in the bargaining unit to include 56-hour employees and 40-hour employees, and such list shall be brought up to date and a complete new list be provided and posted by February 1 of each year on the bulletin boards provided by the Union and all Department Fire Units and Properties for a period of not less than thirty calendar days, and a copy of said seniority list or any revised list shall be furnished to the Secretary-Treasurer at the union's business address. Any objection to the seniority list, as posted, shall be reported to the personnel officers of the Department within ten calendar days from the first day of posting, or the seniority list shall stand approved.

Once each year, the Employer shall post on the bulletin boards in the areas where 40-hour personnel work, a seniority list showing the names, job classifications and their seniority dates.

In the event more than one employee goes on the payroll of the Department on the same date, their Civil Service grading scores shall govern said seniority standing, the employee with the highest Civil Service score taking precedence shall be considered to have the greatest seniority.

An employee's seniority shall be continuous unless terminated for any of the following reasons:

- (a) discharge for cause;
- (b) voluntary resignation;
- (c) lay-off for more than one year for the convenience of the Department;
- (d) failure to report to work for three days without just cause;
- (e) failure to return to work within thirty calendar days without just cause, following recall subsequent to a lay-off;
- (f) re-enlistment in the armed services.

■ Clause 2:

### Section 1. (Seniority List)

The City will annually provide a current alphabetical seniority list to the Union. In addition, the City will annually provide a current alphabetical seniority list by battalion or division to such battalion or division. Errors in such seniority lists shall be reported in writing to the Fire Chief, who shall cause such lists to be corrected if they are erroneous.

### Section 2. (Seniority of Fire Fighters)

The seniority of a Fire Fighter will be determined by the employee's date of permanent appointment as a Fire Fighter. In the event two or more employees have the same date of permanent appointment, their seniority will be determined by their numerical position on the Civil Service list from which they were appointed.

A member of this unit who leaves \_\_\_\_\_ Fire Department employment, and who is subsequently re-appointed within two years, shall have his/her seniority calculated from the original date of ap-



pointment, and adjusted for time not employed by the Department, after one year of continuous service from the date of re-appointment.

A member of this unit who leaves \_\_\_\_\_ Fire Department employment, and who is subsequently re-appointed after more than two years, shall have his/her seniority calculated from the date of re-appointment.

The seniority of all employees permanently appointed to the position of fire fighter by any means other than appointment off a competitive fire fighter civil service list shall be the first day of said employees' entry into the fire academy. When said employees share a date of entry into the fire academy, they shall be differentiated from one another on the basis of their qualifying scores (where applicable) and, if said employee's seniority requires further differentiation due to equivalent scores, said employees order of seniority shall be decided by the date of application to any program (where applicable).

#### Section 3. (Seniority of Officers)

The seniority of fire officers within ranks will be determined by the date the employee was promoted to the title he/she holds. In the event that two or more employees have the same date of permanent promotion, their seniority will be determined by their numerical position on the Civil Service list from which he/she was last appointed.

#### Section 4. (Seniority in Shifting)

(A) When routine shifts or details must be made within the Fire Department, the Fire Fighter with the least seniority will be used unless the commanding officer has a valid reason for selecting someone else.

(B) Shifting or details cannot be used as a form of discipline.

#### ■ Clause 3:

Section 1. Seniority shall be of two (2) types: Department Seniority and/or Rank Seniority. Department Seniority shall consist of the total accumulated service of the employee with the Fire Department. Rank Seniority shall consist of the relative length of accumulated service of each employee, in his/her respective rank or classification, with the Fire Department.

An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence, or layoff, for a period not to exceed \_\_\_\_\_ months or length of service, whichever is less, or demotion.

For the purpose of this Article, the terms, classification (or rank), shall mean and include the following: Fire Fighter (for the purposes of this Article, Probationary Fire Fighters shall be considered to have the rank-classification of Fire Fighter), Fire Lieutenant,

Fire Equipment Mechanic, Fire Captain, Battalion Chief and Deputy Chief. Employees who have the same length of service in their classification shall be placed on the Rank Seniority List in the order that their names appeared on the Eligibility List or if not appointed from an Eligibility List, they shall be placed in the order that they were appointed to such classification. If the situation is still not resolved, it shall be determined by lot.

Section 2. In the event of a layoff of one or more employees, the employee with the least Departmental Seniority, as defined in Section 1 hereof, shall be laid off first. Successive layoffs shall be affected on a similar basis of Least Departmental Seniority.

Section 3. During the layoff process or otherwise, if the need arises, an officer (i.e. Lieutenant or above), shall be demoted, rather than immediately laid off, as follows: the officer with the least Rank Seniority, as defined in Section 1 hereof, shall be the first employee to be demoted. When this occurs, the demoted officer shall be entitled to bump the least senior employee in the next lower grade if the said demoted officer has actually served in that classification (or rank), and if he/she possesses more time in grade than the least senior employee. For the purpose of the previous sentence, the phrase "time in grade" shall mean Rank Seniority in the classification into which the demoted officer is bumping, plus all rank seniority held by the said demoted officer in higher officer ranks and/or classifications. Any officer affected by the bumping process referred to in this Section may avail himself of the same process against a lower ranking officer, in order that the affected officer may be demoted rather than laid off. When the demotion-bumping process is complete and the fire fighting rank is attained, then the employee with the Least Department Seniority shall be laid off as per the provisions of Section 2 hereof.

Section 4. When an employee has been laid off, or an officer has been demoted because of layoff, position elimination, or "bumping", the name of such employee shall be placed on a preferred reemployment list for the appropriate grade for a period of \_\_\_\_\_ months or length of service, whichever is less. In filling any vacancy in any such grade, the preferred re-employment list shall have priority over any other list. All names shall remain on any preferred re-employment list until each laid off employee is offered the opportunity for re-hire or each such demoted officer is offered the opportunity for restoration to his/her former rank. When a laid off employee is re-hired or an officer demoted because of layoff or otherwise is restored to the prior higher grade, he/she shall be credited with Departmental Seniority and Rank Seniority as if he/she had not been laid off or demoted. Laid off employees or employees demoted because of layoff or otherwise shall be notified of their re-hiring, or restoration, at their last address on file with the Fire Department and/or the Personnel Department. Any such employee shall forfeit his/her right of re-hire or restoration to the previous higher grade if he/she does not report to the Fire Chief his/her willingness to return to work

within \_\_\_\_\_ days after notification, in writing, of his/her eligibility to return to work, or having reported such willingness, he/she does not in fact return to work within \_\_\_\_\_ days after notification.

## **STRIKE/LOCKOUT**

Both clauses are negotiated to ensure that differences between Management and the Union are resolved without interruption of work.

Provided below are three sample no strike/no lockout clauses:

### ■ Clause 1:

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

### ■ Clause 2:

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees of the Union and there will be no lockouts by the County for the duration of this Agreement. The Union supports the County fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott, or concerted failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including discharge.

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Section would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Section, the County shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Section if it can be shown that neither the Union nor any of its officers instigated, authorized, condoned, sanctioned, or ratified such action, and further, that the Union and its officers have used every reasonable means to prevent or terminate such action.

### ■ Clause 3:

During the life of this Agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

## **SUCCESSOR AGREEMENTS**

Successor clauses protect the rights contained in the collective bargaining agreement, for its duration, regardless of a change in management.

**Model contract language:**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Provided below are two sample successor agreement clauses:

### ■ Clause 1:

This agreement shall be binding upon any employee organization that, during the term of this agreement, succeeds the Union as the recognized employee organization to represent the employees covered by this agreement.

### ■ Clause 2:

The City agrees that in the event of a transfer of the Fire Department or its functions to \_\_\_\_\_ County, all the rights and benefits of the transferred employees guaranteed under this Agreement shall be continued for the term of this Agreement.

## **UNION ACTIVITIES**

Union activities clauses prohibit discrimination because of union activity or membership. Language on union activities permits the use of the grievance and arbitration process as an avenue to remedy discrimination based on union activity.

**Model contract language:**

**There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his/her activity on behalf of, or membership in, the Union.**

Provided below are three sample union activities clauses:

### ■ Clause 1:

No employee covered by this Agreement will be discriminated against with regard to any job benefits or other conditions of employment accruing from this Agreement because of race, creed, national origin, union membership or sex.

### ■ Clause 2:

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

### ■ Clause 3:

No Fire Fighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union which

does not interfere with the discharge of his/her duties or any assignments, or violated any provisions of the Agreement.

## UNION BUSINESS

Employees elected to union office are given leave to perform required duties. Leave for union business may be used for attendance at regular and special meetings, conventions, seminars, conferences and other activities. Union leave is also used for contract negotiations and processing of grievances.

Such leave may be granted using a variety of methods such as Union Officers being placed on full-time administrative leave or being given a pool of hours to be utilized at the discretion of the union representatives.

### Model contract language:

**Employees elected or appointed to represent the Union shall be granted time to perform their union functions including, but not limited to attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures without loss of pay.**

**# \_\_\_\_\_ members of the Union Negotiating Team shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union.**

Provided below are three sample union business clauses:

#### ■ Clause 1:

Upon \_\_\_\_\_ days advance written notice the Employer agrees to grant a leave of absence for not more than \_\_\_\_\_ year(s) without pay to not more than two employees who may be elected to a full-time union position with the Local or International Union. While on such leave the employee shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of \_\_\_\_\_ Pension Code.

In addition to the foregoing, \_\_\_\_\_ employees covered by the Agreement shall upon \_\_\_\_\_ days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals. Effective \_\_\_\_\_, 20\_\_\_\_, the Union will reimburse the City in an amount equal to the cost of the salaries and fringe benefits contributions for employees on Union leave. The Employer shall remain responsible for its portion of the pension contribution.

Subject to the need for orderly scheduling and any emergency needs, and upon \_\_\_\_\_ days advance written notice, the Employer agrees to release from work without loss of pay Union officials and representatives in order to attend bargaining sessions, membership meetings, executive board meetings, state conventions, national conventions, seminars, conferences or symposiums. It is provided, however, that this shall be limited to a maximum of \_\_\_\_\_ hours annually.

The Union shall supply the Employer with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives. Prior to any scheduled bargaining session, membership meeting or executive board meeting, the Union shall notify the Fire Department Labor Relations Chief, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting.

One person designated by the Union shall be released from work to attend sessions of the \_\_\_\_\_ State Legislature as Legislative Representative under the following terms and conditions:

- (1) Said person must notify the Fire Commissioner or his/her designee, through channels, \_\_\_\_\_ days in advance of his/her attendance at any such session.
- (2) Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered by the legislature during the session attended.
- (3) If said person receives his/her authorized per diem allowance from the Union, his/her absence from work shall be without loss of pay.
- (4) The Union will provide the Fire Commissioner or his/her designee with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and Kelly days to attend sessions of the \_\_\_\_\_ State Legislature as Legislative Representative.

#### ■ Clause 2:

Employees who are union officials (\_\_\_\_\_ officers and \_\_\_\_\_ directors who constitute the union's executive board) shall be granted time off without loss of pay to conduct union business if a replacement of an equivalent rank or, at the discretion of the affected Battalion Chief, other employee is arranged for by the Union. The cost of such replacement shall be paid by the Union. Such employees may be granted time off without pay to conduct union business at the discretion of the Chief of the Fire Department. Upon written approval of the Chief, the Union President, Vice President and/or Secretary/Treasurer may be granted a reasonable amount of time off per year with pay to conduct official Union business, excluding all State legislative lobbying or activities.

All requests and arrangements for the time off shall be made by the Union official at least one shift prior to the proposed time off whenever possible. In emergencies, the request may be submitted orally and later confirmed in writing. The Union will maintain a log of the actual time spent pursuing approved Union business.

Union business may be conducted in the fire stations with permission of the Chief of the Department. While working on shift, Union officials agree not to transact union business that interferes with Department functions or normal routine.

The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related activities unless expressly approved by the Fire Chief or his/her designee in writing. Such approval may be made orally and later confirmed in writing.

■ **Clause 3:**

The President of the Union shall be granted administrative leave up to \_\_\_\_ hours per year for the purpose of discharging his/her official representational duties as Union President provided that the President and designees are not simultaneously covered by administrative leave.

Members of the Union Executive Board, when scheduled to work, shall be granted \_\_\_\_ hours administrative leave to attend executive board meetings, not to exceed \_\_\_\_ hours per month.

All requests for administrative leave as defined in this Article shall be submitted in writing by the Union to the Fire Administrator or his/her designee no later than \_\_\_\_ calendar days prior to the requested date. This advance notice period may be waived under extenuating circumstances by mutual agreement. Such requests shall not be unreasonably denied.

In addition, members of the bargaining unit shall be assessed \_\_\_\_ hours compensatory leave or annual leave per year (at the option of the Employee) which shall be contributed to an administrative leave bank for the purpose of providing additional administrative leave to the President and/or other officers and officials of the Union. Administrative leave identified in this Article shall be the sole source of leave for the Union President and shall result in the President being placed on administrative leave full-time, except that the President shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement. Any surplus in this leave bank at the end of any leave year shall not carry over to the next year.

The President and two Vice Presidents of the Union shall be provided with one pager each of a type and design selected by the Employer to assist in their representational duties.

An administrative leave bank of \_\_\_\_ hours shall be created for use by Union officers and officials to attend workshops, seminars, conferences, and conventions related to the conduct of their duties in the Union.

Bargaining unit employees who are members of the Union Negotiations Committee shall receive reasonable Administrative Leave in connection with contract negotiations and preparations.

## **UNION RECOGNITION**

It is essential that a collective bargaining agreement contain a clause recognizing the union as the exclusive bargaining agent for the employees within a defined bargaining unit. It is important that a union recognition clause mention specific classifications (i.e., fire fighter, lieutenant, captain, etc.). As a result, all changes impacting the designated classifications would have to be discussed with the Union.

### **Model contract language:**

**The Employer recognizes the Union as the sole and exclusive bargaining agent for (choose appropriate phrase):**

**A. All employees of the Fire Department.**

**B. All employees of the Fire Department except (list positions).**

**C. The positions of fire fighter, lieutenant, captain, assistant chief, and district chief.**

**D. All employees of the \_\_\_\_\_ Fire Department as certified by the \_\_\_\_\_ Department of Labor Order # \_\_\_\_\_ Date \_\_\_\_\_.**

Provided below are three sample union recognition clauses:

■ **Clause 1:**

The City hereby recognizes the International Association of Fire Fighters, Local \_\_\_\_, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which this recognition is accorded includes personnel in the classifications of firefighter, fire driver-operator, fire lieutenant, fire inspector employed in the Fire Department of the City, and specifically excludes Fire Department Chief, Deputy Chief, Division Chief, Captain, Training Officer, Fire Prevention Officer, Health and Safety Officer, and Fire Arson/Investigative Officer employed by the Fire Department of the City and all other employees in all other classifications of the City not specifically included in the unit, professional employees, managerial employees, and confidential employees, as set forth in the order issued by the State Public Employees Relations Commission.

■ **Clause 2:**

The City, during the term of this Agreement, recognizes the Union for the purpose of collective bargaining as the sole and exclusive bargaining agent for employees of the Fire Department in the following Civil Service Classifications, which are hereby defined as the Bargaining Unit:

- Fire Fighter
- Fire Apparatus Operator
- Fire Captain
- Fire Prevention Inspector
- Fire Alarm Dispatcher

Probationary Fire Fighters who have served a \_\_\_\_ month period as a Probationary Fire Fighter shall also be eligible to belong to the Bargaining Unit.

The City agrees not to sign or otherwise enter into any agreement of any kind with any other organization or group within the Fire Department during the term of this Agreement, which covers any work rules, wages, or any other item or condition whether or not covered by this Agreement. These conditions may be waived by mutual agreement.

If the official class title of any classification enumerated in this Agreement is changed or altered by action of the Civil Service Commission, the incumbents in such case would still be covered by the provisions of this Agreement. If any new classifications are created within the Fire Department, those new classifications shall be included in the bargaining unit as long as the functions are less than the current functions of the position of Fire District Chief. Any disagreements shall be sub-



mitted to the Grievance Procedure for resolution. Employees shall have the right to join or not to join the Union. The Union agrees that Fire Recruits shall be eligible for Union membership after \_\_\_\_ days of employment. Provisional Fire District Chiefs and provisional Deputy Fire Chiefs shall not be in the bargaining unit.

Except as provided herein, all other employees of the Fire Department are specifically excluded from the provisions of this Agreement.

■ **Clause 3:**

The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all uniformed employees of the Division of Fire excluding the Fire Chief and the Assistant Fire Chiefs.

**UNION SECURITY**

Union security provisions ensure that an employee who is not a member of the Union shall, as a condition of employment, pay a monthly service charge equivalent to the dues and assessments paid by a member to the Union. Union security provisions also have religious objection provisions. In some instances, an individual employee may object to union dues based on bona fide religious tenets or teachings of a church or religious body of which he or she is a member. In such case, the employee has to meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union membership dues, initiation fees and assessments to a non-religious charity. The employee must furnish written proof to the Employer and the Union that this has been done.

**Model contract language:**

(Select the appropriate phrase[s].)

**A. Agency Shop:** Any employee who is not a member of the Union shall pay a monthly service fee to the Union.

**B. Religious Objection Provision:** Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will require such employee to inform the Employer and the Union of his/her objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union membership dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the Employer and the Union that this has been done.

**C. Save Harmless:** The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this Article.

Provided below are three sample union security clauses:

■ **Clause 1:**

A current employee in the unit, employed as of July 1, 20\_\_\_\_

and any new employee in the Unit, as a condition of continuing employment with the City, shall execute a payroll deduction authorization form as furnished by the Union, and thereby shall become and remain a member in good standing in the Union. New employees shall execute an authorization under this paragraph within \_\_\_\_ calendar days of employment. In the alternative to membership, the employee shall execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly union dues; or, in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction form as furnished by the Union, and thereby pay sums equal to union dues, initiation fees, or service fees to only the (1) International Association of Fire Fighter's Burn Foundation; (2) Special Olympics, or (3) Muscular Dystrophy Association.

Upon \_\_\_\_ days' notice to the City from the Union that an employee described above has failed to maintain the bargaining unit member's membership in good standing or has failed to maintain the bargaining unit member's current service fee payments or has failed to maintain the bargaining unit member's charitable contribution payments to one of the three (3) charities designated above, then the City shall (1) counsel the employee regarding the bargaining unit member's obligation under this provision, and (2) inform the employees that further failure to maintain the appropriate payments shall subject the employee to discharge.

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. As a condition precedent to deducting the service fee or taking any action against an employee for failure to authorize service fee payments, the City must receive certification from the Union that the Union has provided all fee payers with the financial disclosure required by law, including an independently audited financial disclosure of the Union's chargeable expenses. The Union will provide a reasonable, prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while the challenges are pending.

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any discharge action resulting from this provision.

■ **Clause 2:**

(a) It shall be a continuing condition of employment that all bargaining unit employees: (1) shall become and remain members in good standing of the Union, or (2) pay a service fee effective July 1, 20\_\_\_\_. Within \_\_\_\_ days of obtaining merit status and receipt of notification from the Union a bargaining unit employee shall exercise one of the choices above.

(1) Semi-annually the Employer shall provide the Union with an updated list of all employees of the Division of Fire and Rescue Services who at the time are in a probationary sta-



tus. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

- (b) The union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least \_\_\_\_ days prior to the effective date of the change, which shall be the first full pay period following July 1 of each year.
- (c) The Union shall comply, in the administration of this Article, with Section \_\_\_\_ of the \_\_\_\_\_ County Code, as amended; specifically, the Union shall adhere at all times to all federal constitutional requirements in its administration of any agency shop system maintained by it.
- (d) The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees.

■ Clause 3:

- (1) The City will deduct from the biweekly earnings of all employees represented by the recognized bargaining unit IAFF Local \_\_\_\_\_, AFL-CIO, hereinafter referred to as "Association," who have not authorized dues deduction by dues deduction cards, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members of the Association and pay said amount to the Treasurer of the Association within \_\_\_\_ calendar days after the payday from which such deduction was made.
- (2) The City will not deduct the dues of any employee in any two week pay period unless said employee is a member of the Association recognized bargaining unit for at least seven calendar days that pay period.
- (3) The City reserves the right to stop, withhold, or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Employment Relations Commission.
- (4) The City will honor only dues deduction cards which authorize dues to the recognized bargaining unit which represents the employee. No dues or fair-share deduction will be made from earnings of managerial, supervisory or confidential employees.
- (5) Changes in dues or fair-share amounts to be deducted shall be certified by the Association at least \_\_\_\_\_ calendar days before the start of the pay period the increased deduction is to be effective.
- (6) Fair-share deductions for new employees in the Association's recognized bargaining unit will be made from the new employee's first paycheck. The City will provide the Association with a list of employees from whom dues or fair-share deductions are made with each biweekly remittance to the Association.

(7) The Association will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Association.

(8) The Association shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision.

### **WAIVER OF FURTHER BARGAINING/EXPRESSED WAIVER**

Management will introduce this clause in an effort to prevent the Union from bargaining on contract items during the life of the Agreement.

#### **Model contract language:**

The parties agree that during negotiations each had an unlimited right and opportunity to make demands and proposals with respect to any subject not precluded by law regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties is set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge of either or both of the parties during the negotiations or signing of the Agreement. The parties further agree that any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing.

Provided below are three sample waiver of further bargaining/expressed waiver clauses:

■ Clause 1:

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement and nothing, however, shall abridge the right of any duly authorized representative of the Union to present views of the Union which affect the welfare of its members.

Notwithstanding the above, the parties recognize the obligation to negotiate regarding any contemplated change which will significantly affect a term or condition of employment not contained in this Agreement.

■ Clause 2:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

■ Clause 3:

The parties agree that this Agreement constitutes the entire Contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Union during negotiations. Nothing herein shall limit the parties' right to agree to a Memorandum of Understanding which may be made an addendum to this Agreement provided that the Memorandum of Understanding specifically states that it shall have such effect.

## CALL BACK PAY

Contract language on call back pay guarantees minimum earnings to an employee called into work outside his/her regularly scheduled hours. It provides some compensation for the disruption of an employee's schedule and deters the Employer from disrupting an employee's schedule unless there is sufficient work.

Provided below are three sample call back pay clauses:

■ Clause 1:

Employees shall be paid premium rates of pay equal to one and one-half times his/her regular rate of pay when:

- A. The employee is held over beyond the end of his/her regularly scheduled work shift in which case the employee shall be entitled to a minimum of \_\_\_\_ hours premium pay, and/or:
- B. The employee is required to report in early for his/her regularly scheduled shift in which case the employee shall be entitled to premium pay or,
- C. The employee is called in to work at a time not immediately preceding his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of \_\_\_\_ hours premium pay.

■ Clause 2:

In the event a Fire Fighter is called back outside their regular shift and after having logged out, he or she shall be paid a minimum of \_\_\_\_ hours pay at the time of reporting. Said pay shall be calculated at the rate of time and one-half. In the event the



## II. Economic and Benefit Language

Firefighter is required to work any period in excess of \_\_\_\_ hours, he or she shall be paid at the rate of time and one-half for all hours actually worked. In the event a Firefighter is “called in early”, i.e., ordered to report earlier than the starting time for the next regular shift, they will be compensated \_\_\_\_ hours at the rate of time and one-half. It is the discretion of the Chief of Fire to determine which shift to call out.

■ Clause 3:

When a member of the Fire Department is called for duty at a time he/she is off shift, the member shall be paid for such service at two (2) times his/her basic hourly rate for all hours worked. The time such member is to be paid will be calculated from the time he/she is notified by the Communication Control Dispatcher, and such time will end when member is dismissed by the senior officer in charge. If the senior officer considers it necessary for the person called out to clean up, an additional \_\_\_\_ minutes will be added for such purpose. It is understood that any member called while off shift but used for standby duty, will not be allowed time for clean up. Minimum pay to be allowed for any one (1) shift call-out shall be \_\_\_\_ hours pay at two (2) times his/her basic hourly rate.

### COMPENSATION AT RESIGNATION OR RETIREMENT

Contract language on compensation at resignation or retirement is negotiated to ensure that an employee does not lose any accumulated pay or leave upon separation or retirement from the Fire Department.

Model contract language:

An employee who resigns, retires, dismissed or laid-off is eligible and shall be compensated accordingly for all his/her accumulated overtime, compensatory time, holiday time and vacation time, including pro-rata pay due for the current year at his/her current rate of pay.

Provided below are three sample compensation at resignation or retirement clauses:

■ Clause 1:

Pay for accrued annual leave, previously banked holiday, compensatory time and the balance of any remaining Kelly Day entitlement not taken shall be granted to each employee upon termination, layoff, retirement or death of an employee. Such accumulated leave shall be paid to the employee or to the next of kin as designated by the appropriate retirement system respectively.

An employee eligible to receive such pay on separation as provided above will be given the following options:

1. A one-time payment of the full amount; or
2. Annual payments of equal amounts up to five years. Payments will be provided in January of each year; or
3. At the time that an employee is selecting either option 1 or option 2 above, the employee may also elect to designate a specific portion of the full amount due him/her, which portion shall be held by the City for the purpose of maintaining

that employee's health insurance programs.

4. If death would occur during the utilization of options 2 or 3, the balance remaining will be paid to the appropriate beneficiary.

■ Clause 2:

Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

At the time of retirement an employee may convert accumulated sick leave and vacation to early retirement leave or be compensated in cash at their regular rate of pay.

■ Clause 3:

When an employee leaves City employment, he or she shall be paid in full on the payroll covering the last day he or she actually worked for his/her salary due, plus the value of accumulated vacation time, and unused compensatory time off earned, such value to be calculated based on his/her basic hourly rate at the time of his/her termination.

### COST OF LIVING ALLOWANCE

Contract language on cost of living guarantees automatic wage adjustments based on the increase in the cost of living.

Model contract language:

(Select the appropriate phrase[s].)

- A. The wage rates shall be adjusted quarterly to reflect the change in the Consumer Price Index, All Cities Average, for All Urban Consumers, published by the Bureau of Labor Statistics, U.S. Department of Labor, Statistics Canada, hereinafter referred to as the Index.

The quarterly adjustments shall be made effective January 1, 20\_\_; April 1, 20\_\_; July 1, 20\_\_; and October 1, 20\_\_.

When necessitated by changes in the Index, the rates for the respective job classifications shall be adjusted by converting said changes to a percentage basis and shall be calculated to the nearest one cent.

- B. In addition to the basic wage rates, a cost of living allowance shall be paid to each employee. The cost-of-living allowance shall be determined in accordance with increases in the Consumer Price Index, for All Urban Consumers, (1982-84 = 100) in the (city) \_\_\_\_ area, published by the Bureau of Labor Statistics, U.S. Department of Labor, Statistics Canada, hereinafter referred to as the Index.

Provided below are two sample cost of living clauses:

■ Clause 1:

CPI Salary Adjustment – Maximum - \_\_\_\_%

Effective \_\_\_\_, 20\_\_ through \_\_\_\_, 20\_\_, all the classifications in the unit shall receive salary increases above each classification's current assigned salary range which was

in effect in the salary range schedule on \_\_\_\_\_, 20\_\_\_\_, as determined by the following conditions: Classifications in this unit shall receive salary adjustments based on the nearest rounded one quarter percent (.25%) increment change of the Consumer Price Index (CPI), All Urban Consumers Index (U) for the \_\_\_\_\_ area (1982-1984 = 100) for the period of \_\_\_\_\_20\_\_\_\_ through \_\_\_\_\_20\_\_\_\_ to a maximum salary increase not to exceed \_\_\_\_\_ percent (\_\_\_\_%).

CPI Salary Adjustment Minimum - \_\_\_\_\_%

Should the Consumer Price Index (CPI) All Urban Consumer Index (U) for the \_\_\_\_\_ area (1982-1984 = 100 base) for the period of \_\_\_\_\_20\_\_\_\_ through \_\_\_\_\_20\_\_\_\_ be less than \_\_\_\_\_%, all unit employees shall receive a \_\_\_\_\_% salary adjustment in lieu of CPI.

■ Clause 2:

Section 1. There will be a cost of living allowance if and when and to the extent the cost of living exceeds \_\_\_\_\_% during the contract year subject to a maximum pay out of \_\_\_\_\_% of an employee's base salary for the quarter in question. The method and basis for computing the allowance will be as follows:

All computations will be based on changes in the revised Consumer Price Index (CPI-W) published by the Bureau of Labor Statistics, U.S. Department of Labor, Urban and Clerical Wage Earners, U.S. Cities, 1982-84=100.

The base index month shall be \_\_\_\_\_ for FY\_\_\_\_, \_\_\_\_\_ for FY\_\_\_\_, and \_\_\_\_\_ for FY\_\_\_\_.

Cost of living computations will be made quarterly to determine the percent difference between the CPI-W for the base index month and for August, November, February and May of each applicable fiscal year.

Quarterly cost of living allowance pay adjustments will be made effective the first day of the month following the month in which it is determined that the cost of living has increased in excess of \_\_\_\_\_%. However, these quarterly cost of living payments are limited to a maximum of \_\_\_\_\_% of an employee's base salary for the quarter in question. Furthermore, any payments made under this Article for the final quarter described in Section (c) shall not be included in the base salary of any employee but shall be paid on a one-time, non-recurring basis. Payments made for the remaining three (3) quarters, if any, shall be included in the employee's base salary.

No cost of living adjustment will have the effect of reducing the salary schedules set forth in Article \_\_\_\_\_, Compensation to this Agreement.

fire station. This compensation is usually used for travel and food expenses incurred by an employee. In addition, some contracts contain detail pay provisions for non-civic details.

Provided below are three sample detail pay clauses:

■ Clause 1:

Any Fire Fighter who reports for duty and is detailed to work at a station other than the station to which he/she is assigned and provides his/her own transportation or participates in the meal at the other station will be compensated at a rate of \$\_\_\_\_ per detail. Longer term assignments (those exceeding \_\_\_\_\_ tours of duty on any one assignment) shall not be eligible for detail pay after the \_\_\_\_\_ tour.

■ Clause 2:

Any fifty-six(56) hour employee who reports for duty and is detailed to another engine house shall receive (\$\_\_\_\_) detail compensation. This detail compensation will not be paid for certain other assignments such as voting relief details, and court appearances when subpoenaed; but, in those cases, if the employee is required to use their personal vehicle for transportation to the assignment, they will be entitled to compensation in accordance with the City Mileage Policy.

No employee will be required to use their personal vehicle to report to a ruins detail or to relieve at a fire scene.

All other employees shall be governed by the City Mileage Policy.

## DETAIL PAY

Contract language on detail pay provides compensation for those employees who report to duty and are detailed to another

■ Clause 3:

Section 1. All details related to the responsibilities and operations of the \_\_\_\_\_ Fire Department shall be performed by employees at the rate of \$ \_\_\_\_\_ per hour. Officers working details in a supervisory capacity shall be compensated at the rate of \_\_\_\_\_% above that of the regular firefighter detail rate. Employees assigned to work a detail on the night before a holiday or on the day or night of a holiday shall be compensated at double their detail rate of pay. "Normal hourly rate of pay" does not refer to the detail rates as established under this Section but rather to hourly rates as determined under Article \_\_\_\_\_, wages and compensation.

Section 2. The City shall establish a Special Fund out of which it shall make payments for details worked. Payment shall be made for all details within \_\_\_\_\_ days of the next regular pay day thereafter, after the detail is worked.

Section 3. The City shall supply two-way radio equipment to employees working fire watch and paid details.

## EMS

Emergency Medical Services (EMS) clauses define the EMS duties of the Fire Department [First Responder, Basic Life Support (BLS) and Advanced Life Support (ALS)].

Provided below are three sample EMS clauses:

■ Clause 1:

New employees and those hired after a break in continuity of service will be regarded as probationary employees for their \_\_\_\_\_ year(s) of service and will receive no continuous service credit during such period. A probationary Fire Fighter must successfully complete the prescribed fire fighting training course as required by the State of \_\_\_\_\_ prior to the completion of their probationary period. As a condition of employment, a new Fire Fighter must successfully complete the prescribed fire fighting training course and the prescribed Emergency Medical Technician training course, as required by the State of \_\_\_\_\_ prior to the completion of \_\_\_\_\_ years of service.

■ Clause 2:

### Section 1. EMT Certification

All employees hired on or after January 1, 20\_\_\_\_ who are required to have a Fire Fighter certificate shall be required to maintain State of \_\_\_\_\_ EMT certification in accordance with State of \_\_\_\_\_ requirements.

### Section 2. Promotions

All employees promoted to the classifications of Driver Operator, Lieutenant or Captain, or District chief, on or after Jan. 1, 20\_\_\_\_, shall maintain at least an EMT level of medical certification.

### Section 3. Fire Safety Inspector

All District Chiefs, currently certified as such, shall be required to maintain Fire Safety Inspector certification, in accordance with State of \_\_\_\_\_ requirements.

### Section 4. Recertification

The County shall pay State of \_\_\_\_\_ recertification fees for full-time Fire Safety Inspector (including District Chiefs), Paramedic and EMT recertification and shall also provide tuition reimbursement for employees who take required recertification courses if such course is not offered by the County. Any recertification course required by the State of \_\_\_\_\_, and which is not available to the employee while on duty, will be taken by the employee while off duty and shall not be considered as time worked. Any recertification course required by the County, but which is not required by the State of \_\_\_\_\_, and not available to the employee while on duty, will be taken by the employee and shall be considered as time worked.

### Section 5. Paramedic Sponsorship

Any employee who accepts a position in the Paramedic program under the County's sponsorship arrangement shall sign an agreement indicating that the employee will remain certified and function as a Department Protocoled Paramedic as a condition of employment for a period of \_\_\_\_\_ years unless unable to do so due to illness, injury, or other reasonable condition. No employee will be required to give up his/her bid position to attend the Paramedic program and shall remain until the employee bids out, subject to reassignment as a Paramedic on a temporary basis. Additionally, these employees shall remain employed for at least \_\_\_\_\_ years or repay the cost for the sponsorship as follows: if the employee voluntarily leaves employment less than \_\_\_\_\_ year after completion, the employee will repay the entire cost of the sponsorship; if the employee voluntarily leaves employment within \_\_\_\_\_ years after completion, the employee will repay \_\_\_\_\_% of the cost of the sponsorship; if the employee voluntarily leaves employment less than \_\_\_\_\_ years after completion, the employee will repay \_\_\_\_\_% of the cost of the sponsorship.

■ Clause 3:

The Department may require any employee to become certified or to re-certify as an Emergency Medical Technician (EMT). The Department will pay for the cost of the employee's salary, required textbooks, and required fees and approved expenses.

The Department will pay for or provide EMT recertification training where it initially required EMT certification or a previous recertification. Payment shall be for the employee's salary, required textbooks, and required fees and approved expenses.

## FAIR LABOR STANDARDS ACT

Provisions on the Fair Labor Standards Act are negotiated to provide a compensatory time option to the employee for overtime earned under FLSA. In addition, provisions are also negotiated to ensure that paid leave is counted as hours worked for purposes of computing overtime under FLSA.

Provided below are three sample clauses on both compensatory time under the Fair Labor Standards Act and paid leave as hours worked under the Fair Labor Standards Act.



## **Compensatory Time:**

### **■ Clause 1:**

The employee may, in lieu of cash payments for all actual hours worked in excess of \_\_\_\_ hours in a \_\_\_\_ day period for employees assigned to the three-platoon system, and hours worked in excess of 80 hours per bi-weekly pay period for employees assigned to a 40-hour work week, utilize compensatory time calculated at one and one-half (1 1/2) times the excess hours worked. Thereafter, accumulated compensatory time may be taken off by the employee with the approval of the Fire Chief.

Accumulated compensatory time off shall be taken off within a reasonable period of time after it is earned and shall in no event necessitate an overtime situation nor create an undue hardship in scheduling or maintaining operations. If compensatory time cannot be taken off within a reasonable period of time after it is earned, the employee may elect to be paid the overtime compensation or to allow the time to carry-over not to exceed a maximum of \_\_\_\_ hours of accumulated compensatory time.

Employees who wish to be paid for their accumulated compensatory time may request such payment from the Employer up to a maximum of \_\_\_\_ hours per year payable at such employee's 40-hour base rate of pay. Payment for accumulated compensatory time shall be made pursuant to procedures mutually agreed upon by the Employer and the Union.

### **■ Clause 2:**

Hours worked in excess of \_\_\_\_ hours, shall be compensated at 1 1/2 times the regular rate as defined by the FLSA.

The method of compensation shall be as follows:

- (1) Cash or compensatory time at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked plus
- (2) At the conclusion of the work period, cash for the hours over \_\_\_\_, shall be paid at 1/2 times the regular rate, except hours which have already been compensated at 1 1/2 time (e.g., emergency recalls and court time).

Employees may request conversion of banked compensatory time to cash at any time during the year. Such conversion shall be granted subject to the availability of budgeted funds.

Such compensation shall be paid at the regular rate at the time such payment is made. It will not be made during any period in which the regular rate is increased due to special compensation (e.g., court standby or non-regularly assigned bonuses).

This provision shall not preclude the City from converting banked time to cash. No employee shall lose banked compensatory time under any circumstances.

### **■ Clause 3:**

Any time worked in excess of the regularly scheduled work week as defined in previous paragraph, shall be considered overtime. All employees except the Chief of the Department shall be compensated for authorized overtime work in cash or compensatory time as indicated by the Employee. Employees

electing to receive compensation for overtime work in cash, shall be paid at the rate of time and one-half of their regular hourly rate. Employees electing to receive compensatory time off shall be granted it at a rate of double time. Effective \_\_\_\_, 20\_\_\_\_, employees shall be granted compensatory time off at the rate of time and one-half. Employees hired after \_\_\_\_ and prior to \_\_\_\_, shall have a maximum accumulation total equal to their compensatory time off bank as of \_\_\_\_ plus 750 hours. When compensatory time is desired, the Employee will determine, subject to the approval of the Chief, when it shall be taken. All compensatory time must be taken in a minimum block of \_\_\_\_ consecutive hours when requested between the hours of \_\_\_\_ - \_\_\_\_.

## **Paid Leave as Hours Worked:**

### **■ Clause 1:**

Overtime is defined as all hours worked in excess of the regularly scheduled work week. All overtime shall be reported in increments of \_\_\_\_ minutes and is non-accumulative and non-payable when incurred in units of less than \_\_\_\_ minutes. Holiday leave, sick leave, vacation leave and court time shall be considered as time worked for purposes of computing overtime compensation.

### **■ Clause 2:**

All benefit time, such as holidays, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated leave time for which an employee does not actually work.

### **■ Clause 3:**

Any 24/48 hours employee required to work more than 212 hours during the employees' scheduled 28-day work period shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay for said additional hours, however, all other hours shall be paid pursuant to the provisions of the FLSA or in accordance with any applicable section of this agreement.

Sick hours shall be counted as hours worked for the purpose of calculating overtime.

Vacation days shall be counted as hours worked for the purpose of calculating overtime.

## **FIREPAC**

FIREPAC is the IAFF's political action committee (PAC) and an integral part of the IAFF's efforts to promote the legislative and political interests of all professional fire fighters and paramedics at the federal level. FIREPAC's mission is to educate members of Congress about issues important to fire fighters and emergency medical personnel and to help elect candidates to office that support those issues.

FIREPAC contributions may be addressed in a collective bargaining agreement similarly to a dues checkoff.

### **■ Clause 1:**

The City will also provide payroll deduction to members for FIREPAC (or other political action committee identified by the Union).

## FOOD ALLOWANCE

Food allowance clauses are negotiated because there is a requirement that Fire Fighters eat at the fire house which necessitates reimbursement for meals.

Model contract language:

The Employer shall grant each employee a food allowance of \$\_\_\_\_\_ payable (monthly, quarterly, annually, etc.).

Provided below are three sample food allowance clauses:

■ Clause 1:

Employees covered hereby who are on a twenty-four (24) hour duty schedule shall receive an annual food reimbursement per employee of \$\_\_\_\_\_.

Employees who serve less than \_\_\_\_\_ months of regular full time duty during any fiscal year shall receive a pro-rated share of the annual food reimbursement. Such pro-rated share shall be computed to the nearest full month of completed regular service. Food reimbursement amounts shall be paid by the City during the first \_\_\_\_\_ weeks of August of each fiscal year.

■ Clause 2:

The meal allowance shall be \$\_\_\_\_\_ for every shift worked (\_\_\_\_ shifts per pay period).

■ Clause 3:

Meal Allowance – Shift employees shall be paid \$\_\_\_\_\_ per 24-hour shift scheduled or \$\_\_\_\_\_ for each 12-hour period worked.

## HEALTH INSURANCE

Health insurance clauses are negotiated so that a detailed explanation of benefits is provided to the employee in the Collective Bargaining Agreement. Health insurance clauses include: employer/employee contributions for both single and family health insurance plans, and employer/employee contributions for retiree insurance. In addition to general health insurance benefits, detailed information is often provided on dental, vision and prescription benefits.

Model contract language:

The Employer shall pay 100% of the cost of the premium for the employee and his/her dependents for (list insurance plans).

The following are the major types of health care insurance that may be included in a medical insurance program:

**HOSPITALIZATION** - This type of insurance covers the daily room and board charged while an employee or his/her dependents are in the hospital. It covers other charges made by the hospital for medical care, such as the use of operating room, x-rays, anesthesia, laboratory examinations, medicines, etc.

If the fire fighter or dependents are not confined to a hospital, charges made by the hospital for emergency care or surgery are covered.

**SURGICAL** - This insurance is to help meet the expense of a surgical procedure and the fee charged by the surgeon.

**MEDICAL EXPENSE** — Covers the cost of medical treatment by a physician as a result of an injury or sickness while confined to a hospital or a home visit.

**MAJOR-MEDICAL** — Major-medical insurance is in addition to a basic plan and includes benefits for the so-called catastrophic or disaster type of illness or injury. It reimburses the employee or dependents for expenses in excess of benefits received under a basic plan.

**DENTAL** - This insurance covers charges by a dentist for an examination for “checkup” purposes as well as for injuries, dental defects or disease and may include the following:

- Routine Oral Exams
- Prophylaxis
- Oral Exam
- X-Rays
- Diagnosis

Services or treatment which may include the following may be covered:

- Fillings
- Crowns
- Dentures & Bridges
- Extractions and Other Oral Surgery
- Periodontal Treatment
- Root Canal Therapy
- Orthodontic Treatments

**PRESCRIPTION DRUG** - Covers the expense for the drugs prescribed by a physician because of an injury or sickness.

**VISION** - Covers charges for examination, lenses, including contact lenses, tinted lenses and sunglasses and eyeglass frames.

Provided below are three sample health insurance clauses:

■ Clause 1:

Section 1. Health Insurance

A. Effective July 1, 20\_\_\_\_, Management agrees to continue to expend a monthly sum not to exceed \$\_\_\_\_\_ per month toward the cost of any City sponsored insurance plan approved by Management and the Union. The amount applied to the employee-only coverage will be the actual amount required, not to exceed \$\_\_\_\_\_ per month.

B. Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan. The definition of a dependent shall include the domestic partner or an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership. By extending to an employee

the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

C. During the term of the Memorandum of Understanding the City will increase the maximum monthly contribution by an amount equal to the whole dollar amount increase in the three-party rate, except for employee-only coverage. Increases in this monthly contribution shall be effective at the beginning of the payroll period in which the City yearly premium rate change is implemented.

D. During the term of the Memorandum of Understanding, the City will increase its monthly contribution for employee-only coverage by the whole dollar increase in the City single-party rate. Increases in this monthly contribution shall be effective at the beginning of the payroll period in which the City yearly premium rate change is implemented.

E. The City shall provide funds to subsidize the cost of health plan premiums for the spouse, minor, dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active members covered by this Memorandum of Understanding. These provisions are not applicable to members who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. The subsidy to the spouse shall cease upon remarriage of the spouse, and for minor dependents the subsidy shall cease upon their attaining the age of 18 years, or for dependent children when they cease to be dependent as defined in Charter Section \_\_\_\_\_. Only a spouse and/or dependents covered under a member's plan at the time of death shall be eligible for the subsidy. Upon application by a spouse or dependent for this benefit, a Committee comprised of representatives of the Personnel Department, the Fire Department, and City Administrative Officer shall jointly determine whether the circumstances of the member's death qualify the member's spouse/dependents for the benefit provided under this Section. The decision of this Committee shall be final and binding, and not subject to further appeal.

F. Management will retain all duties and responsibilities it has had for the administration of the City's Health Insurance Plans. \_\_\_\_\_ hereby agrees to defend, indemnify and hold harmless the City and its departments, officers, employees and agents from and against all suits and causes of action, claims, losses, demands and expenses, including attorney's fees and costs of litigation, damage or liability of any nature that may arise out of or result from the payment made by the City pursuant to this

Memorandum of Understanding or for any action or failure to act by the \_\_\_\_\_ Fire-fighter's Relief Association or any other carrier regarding or related to the coverage or services provided by such carrier described by the agreement between the carrier and its members.

#### G. Special Retiree Health Subsidy

Upon effective date of the enabling ordinance, members who retire on a service or service-connected disability pension who are at least age 55 shall receive the following benefit:

Years of Service	Benefit
____ - ____ years	\$____ per month
____ - ____ years	\$____ per month
____ & over	\$____ per month

For employees who retire after July 1, 20\_\_\_\_, the following benefit shall be provided:

Years of Service	Benefit
____ - ____ years	\$____ per month
____ - ____ years	\$____ per month
____ & over	\$____ per month

This benefit subsidy amount shall not, in any case, exceed the cost of the health plan option selected by the retiree. To receive this subsidy, the retiree must be in a City approved health plan. A retiree, who accepts another City job after retirement from the Fire Department and receives a City health insurance subsidy through that job, is ineligible for this subsidy. This subsidy shall be administered through the Pension Department and will not be governed by the Rules and Regulations of the City Health Insurance Plan subsidy for active members.

H. Should either State or Federal statute(s) mandate that the parties to this Agreement participate in a National or State Health Care Plan or System, the parties agree that the level of health care benefits currently provided to the employees covered by this Agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this Agreement.

## Section 2. Dental Insurance

A. The City agrees to provide for each employee in the Unit, who has filed with the City the appropriate documentation of enrollment, the City-sponsored dental insurance program. The full cost of the employee-only coverage will be borne by the City.

B. Effective at the beginning of the payroll period following July 1, 20\_\_\_\_, the City agrees to expend up to \$\_\_\_\_ per month or the full cost of employee only coverage, whichever is less, for employees enrolled in any one of the following dental insurance programs:

(a) \_\_\_\_\_ Dental Plan

(b) Group Dental Services

(c) Any other plan submitted by the Union and approved by Management for which an employee is eligible.

C. During the term of this Memorandum of Understanding, Management's monthly contribution shall increase by the dollar amount increase in the \_\_\_\_\_ General Dental Plan one-party rate. Increases in this monthly contribution shall be effective at the beginning of the payroll period in which the \_\_\_\_\_ General Dental Plan yearly premium rate change is implemented. The amount expended by the City will first be applied to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents, if any, if the employee is enrolled in one of the Union plans. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

D. If the employee is receiving a subsidy on the operative date of this Memorandum of Understanding, the employee will continue to receive the subsidy for that dental plan, unless the employee submits a new payroll deduction card.

E. The City subsidy for employees who change enrollment or who enroll for the first time in any of the Union sponsored plans will be applied toward insurance plan premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.

F. The City will remit to the Union, at an address to be specified by the Union, an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in Union plans who are on the payroll during each payroll period for which the subsidy is paid, together with a list of those employees for whom the subsidy is paid during said payroll period. Remittance of this aggregate amount will be made within thirty (30) working days after the conclusion of the payroll period in which the subsidy was paid.

G. For those employees enrolled in Union-sponsored plans, who authorize the City Controller to make a payroll deduction to cover any additional costs of such plans, the City will remit to the Union a separate amount and an appropriate deduction list at an address to be specified by the Union, in accordance

with the provisions of Article \_\_\_\_, Payroll Deductions and Dues.

H. The City shall provide funds to subsidize the cost of dental plan premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active members covered by this Memorandum of Understanding. These provisions are not applicable to members who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. The subsidy to the spouse shall cease upon remarriage of the spouse, and for minor dependents the subsidy shall cease upon their attaining the age of 18 years, or for dependent children when they cease to be dependent as defined in Charter Section \_\_\_\_\_. Only a spouse and/or dependents covered under a member's plan at the time of death shall be eligible for the subsidy. Upon application by a spouse or dependent for this benefit, a Committee comprised of representatives of the Personnel Department, Fire Department, and City Administrative Officer shall jointly determine whether the circumstances of the member's death qualify the member's spouse and/or dependents for the benefit provided under this Section. The decision of this Committee shall be final and binding, and not subject to further appeal.

I. The City shall not be responsible for, nor expected to provide any additional accounting, administrative, bookkeeping, clerical or other services except as provided for in this article, and that the Union assumes all responsibility for any services which may arise out of the administration of these plans.

J. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or failure of the Union or its dental carriers to provide the coverage and services agreed to between the Union and the carriers.

K. Management will retain all duties and responsibilities it has had for the administration of the City's Dental Insurance Plans.

■ Clause 2:

Section 1. The City shall provide and pay for health benefits for all employees and their enrolled dependents as follows:

(A) Medical Benefits in accordance with the City of \_\_\_\_\_ Board of Educational Medical Plan (including "Section V – Schedule of Benefits), which shall be incorporated by reference to this agreement and attached as an Appendix \_\_\_\_\_.

(B) Drug Prescription family plan with a \_\_\_\_\_ dollar co-payment per prescription and an annual maximum of \_\_\_\_\_



per enrolled member per plan year. For additional prescription drug charges, \_\_\_\_% will be paid under the plan and \_\_\_\_% will be paid by the employee without annual maximum. The "Drug Prescription Plan" shall be incorporated by reference to this agreement and attached as an Appendix \_\_\_\_.

(C) The \_\_\_\_\_ dollar deductible "CIGNA Dental Plan", or its equivalent, excluding orthodontia, in accordance with the City of \_\_\_\_\_ Dental Plan ("Plan 25") which shall be incorporated by reference to this agreement and attached as an Appendix \_\_\_\_.

(D) The "Vision Service Plan", or its equivalent, in accordance with Vision Care Benefits for the City of \_\_\_\_\_ Vision Plan which shall be incorporated by reference to this agreement and attached as Appendix \_\_\_\_.

(E) The City may offer a plan option that enables employees to receive improved benefits and administration through a network of participating providers.

Section 2. The City shall provide and pay for the cost of a Group Life Insurance Policy and shall be rounded to the nearest one thousand dollars (\$1,000) which shall be equal to the highest top grade of Fire Fighter's wages listed during the last year of this agreement.

Section 3. Whenever an employee covered by this agreement is suspended, the premium on all insurance policies shall be paid throughout the period of suspension, all health benefits provided under Section \_\_\_\_ and insurance provided under Section \_\_\_\_\_. Whenever an employee covered by this agreement is terminated, such benefits and insurance shall be provided throughout the period of termination by the City of \_\_\_\_\_, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedure of this agreement, and for that period of time until a final decision on such grievance has been rendered by the arbitrator(s). Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the Premium and insurance premiums paid during such period of termination. For the purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA"). Such pseudo premium cost shall not include the two percent (2%) administrative fee permitted under COBRA.

Section 4. The City shall be permitted to substitute insurance arrangements from any source for the Plans provided for in Section \_\_\_\_\_. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically

provided for in Section \_\_\_\_\_. Before the City may substitute, it must negotiate the substitution with the Union. If the union does not agree to the substitution, the City must claim the matter for arbitration in accordance with the single member panel rules for the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods or administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the plans specified in Section \_\_\_\_\_, the arbitrator finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section \_\_\_\_ of this Article and substitution may be proposed for any one or more of the specified coverages.

Section 5. The City shall provide a payment in lieu of health benefits provided under Section \_\_\_\_ for employees that waive such coverage in the amount of \_\_\_\_\_ dollars per year, which shall be paid twice a year in equal portions during the months of July and December.

Section 6. The parties shall continue to work through the Labor-Management Cooperate Committee on health care, which may modify but not substantially change the health coverage as provided herein.

Section 7. Each active employee and each employee who has retired or will retire on or after the execution date of this agreement shall contribute toward the Premium Cost for the medical coverage (not including life, vision or dental coverage) by a weekly payment in accordance with the following schedule:

	Date	Date	Date
Employee	\$_____	\$_____	\$_____
Two Persons	\$_____	\$_____	\$_____
Family	\$_____	\$_____	\$_____

Section 8. The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for insurance from the gross income of the employee for tax purposes.

Section 9. Retirees prior to the execution date of this agreement and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement and make contributions to coverage, if any, in accordance with such contract. Nothing herein shall prohibit the City from modification of such coverage by agreement with the individual retiree.

For employees who retire subsequent to the execution date of this agreement and prior to \_\_\_\_\_, 20\_\_\_\_, and their surviving spouses, if any, the City will provide and pay for benefits under their Medical Plan or

Medicare Part B and the supplemental plan to Medicare Part B offering benefits equal to Medical Plan. Such retirees and their surviving spouses, if any shall make the employee contribution to coverage provided herein. Coverage for surviving spouse shall terminate upon remarriage. Benefits and contributions shall be set forth or as said benefits and contributions may be changed by agreement of the City and the retirees.

For employees who retire on or after \_\_\_\_, 20\_\_, and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care as provided for the active employees as the same may, from time to time, be modified under collective bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. Retired employee contributions shall be equal to the amount of such contributions at retirement.

If any employee who retires on or after \_\_\_\_, 20\_\_, shall have available a health care plan through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible for primary coverage under such plan, obtain such coverage, provided such coverage shall not exceed in premium cost and/or contribution for the retiree the cost which the retiree would have paid to the City for a health care plan except as provided below. The retiree shall not take advantage of any buy-out program in such alternative plan. The retiree and the retiree's spouse shall remain in the City's plan even if other coverage is obtained but the City's coverage shall be secondary so long as such other coverage is available. In the event that the retiree's premium cost and/or contribution for such alternative plan would be more than the retiree's payment for the City's plan, and the City shall not have exercised an option to reimburse the retiree, or surviving spouse for such additional cost, the health care plan provided by the City of \_\_\_\_ shall become primary for the retiree and the retiree's spouse.

■ Clause 3:

Section 1. Insurance Program. The City shall continue to provide all full-time employees with comprehensive major medical, prescription drug, vision care, dental care and life insurance. Employees shall become eligible for medical, prescription drug and life insurance benefits on the first of the month following their hire date. If hired on the first day of the month, the employee's coverage will begin immediately. Employees hired on or after November 1, 20\_\_ must complete one (1) year of continuous City service before qualifying for dental and vision benefits.

The pre-existing Prepaid Legal Services Plan applicable to employees shall remain in effect until February 1, 20\_\_, at which time it shall be discontinued for all employees.

Section 2. Employee Benefit Booklet. The City shall provide an updated Employee's Benefit Booklet to all employees which will explain and list all services covered by this Article as negotiated in bargaining leading to this contract.

Section 3. Liability Coverage. The City recognizes that Chapter \_\_\_\_ of the State Revised Code is applicable to all uniformed personnel of the Division of Fire and provides liability protection for such personnel when engaged in the operation of a motor vehicle in the performance of a governmental function.

Section 4. Life Insurance. The City shall provide term life insurance in the amount of one times the employee's annual salary in effect at that time, for all eligible full-time employees less than 65 years of age. Full-time employees sixty-five (65) to seventy (70) years of age shall receive term life insurance in the amount of sixty-five percent (65%) of the employee's annual salary in effect at the time of death. Full-time employees seventy (70) years of age and over shall receive term life insurance in the amount of thirty-nine percent (39%) of the employee's annual salary in effect at the time of death.

Section 5. Cost Containment. The term "employee" as it pertains to this Section shall mean the employee and all of his/her eligible dependents.

(A) 1. The following modifications will be effective January 1, 20\_\_, or three (3) months after settlement of the Contract, whichever occurs later, unless otherwise specified:

a. A \$\_\_\_\_ annual deductible with an 80/20 percent coinsurance of the next \$\_\_\_\_ in UCR charges or \$\_\_\_\_, for a total out-of-pocket maximum of \$\_\_\_\_ per single contract per year. Covered charges above \$\_\_\_\_ will be paid 100% by the Plan under the usual, customary and reasonable standard, subject to Plan limitations.

b. A \$\_\_\_\_ annual family deductible with an 80/20 percent coinsurance of the next \$\_\_\_\_ of UCR charges or \$\_\_\_\_, for a total out-of-pocket maximum of \$\_\_\_\_ per family contract. Covered charges above \$\_\_\_\_ will be paid 100% by the Plan under the usual, customary and reasonable standard, subject to Plan limitations.

c. For new hires and eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the employee's effective date of coverage, the medical condition will not be payable for twelve (12) months from the effective date with the City.

d. Provide coverage for routine mammogram up to a maximum of \$\_\_\_\_, subject to the deductible, coinsurance and out-of-pocket maximums according to the following frequency.

- one baseline exam for women 35-39 years old;
- one exam every 2 years for women age 40-49;
- one exam every year for women age 50 and over.

- e. Prescription drug deductible charges are not payable under this medical contract.
- f. Subject the outpatient surgery payments to the deductible, co-payments and out-of-pocket maximums.

(B) Limitations. The following limitations apply:

1. Inpatient alcohol or drug treatment (substance abuse) limited to one confinement per calendar year, per individual, with no more than 35 calendar days per confinement.
2. Inpatient psychiatric treatment limited to a 60 day maximum per calendar year.
3. Outpatient alcohol or drug treatment (substance abuse) payments limited to 50% of \$\_\_\_\_\_ in charges per calendar year per individual.
4. Outpatient psychiatric payments limited to 50% of \$\_\_\_\_\_ in charges per calendar year per individual.
5. The \$\_\_\_\_\_ supplemental accident insurance provision will no longer be in effect.

(C) Pre-Admission Certification. If an employee or a dependent is informed that a non-emergency inpatient admission is necessary, including psychiatric/substance abuse treatment, the admission must be pre-certified by the City's medical utilization review administrator. If no pre-certification is made or the inpatient admission is determined not to be medically necessary, a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance, and out-of-pocket maximum provisions. In the event the care is determined to be medically unnecessary, the employee will be responsible for all charges for medically unnecessary care.

(D) Emergency Admissions. Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within 48 hours of admission or a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(E) Assigned Length of Stay (Concurrent Review). Once an elective admission has been pre-certified, a length of stay is assigned. Written notification of the certified stay should be sent to the employee, hospital and attending physician. If the hospital stay extends beyond the assigned length of stay, the employee will be responsible for all additional charges of medically unnecessary care, in addition to the deductible, coinsurance and out-of-pocket maximum provisions. Medically necessary care will constitute justification for certification of a length of stay extension by the utilization review administrator.

(F) Mandatory Second Surgical Opinion. For all inpatient and outpatient non-emergency surgeries, a second surgical opinion may be required as directed by the Utilization Re-

view Administrator. This second opinion shall be covered at one hundred percent (100%) of the usual, customary and reasonable (UCR) charges. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of UCR charges. If a second opinion is not obtained for the surgeries, a ten percent (10%) penalty of total charges shall be applied, in addition to the deductible, coinsurance and out-of-pocket maximum provisions.

(G) Based on medical information obtained prior to the surgery, the City's medical utilization review administrator may waive the mandatory second surgical opinion requirement in specific cases.

(H) Continued Treatment and Technological Review. Certain outpatient non-emergency therapy, outpatient continued treatment, and advanced technological treatments recommended by an employee's attending physician will require the City's medical utilization review administrator's approval. These treatments will include:

1. Therapy
  - a. Physical Therapy
  - b. Occupational Therapy
2. Advanced Technological Procedures
  - a. Cesarean section
  - b. Magnetic resonance imaging (MRI)
  - c. Lithotripsy
  - d. Ultrasound imaging during pregnancy
  - e. Angioplasty
3. Treatment
  - a. Chiropractic
  - b. Podiatric

Once the employee's physician informs the employee that it is medically necessary for the employee to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an ongoing basis, the employee must contact the City's medical utilization review administrator to obtain continued treatment authorization. Also, if the employee's physician instructs the employee to receive any of the listed advanced technological procedures, it is necessary for the employee to contact the City's utilization review administrator to obtain pretreatment authorization.

In the event the employee does not obtain authorization for continued therapy, treatment, or technological review, the employee will be responsible for 10% of the total charges, in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(I) Medical Case Management. This program allows a consultant to review a patient's medical treatment plan to determine whether the covered person qualified for alternate medical care. The determination of eligibility for a patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers; however, the decision to receive alternate med-

ical care rests with the employee and the physician. The utilization review administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.

(J) Planned Discharge Program. In the event an employee or dependent is hospitalized and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting. The decision to receive alternate medical care rests with the employee and the physician.

(K) Home Health Care and Hospice Care. Establishment of a hospice care program to be paid 100% by the City subject to the usual, customary and reasonable standard. Home Health Care will be paid at 100% of UCR charges. Services rendered by a hospice care program will be covered up to a maximum of sixty (60) days.

(L) Hospital Bill Review. If an employee reviews his/her hospital bill and discovers overcharges by the provider, he/she will receive 50% of the reimbursed overcharges up to a maximum of \$\_\_\_\_ per employee per confinement, upon verification of such overcharges by the third party administrator.

(M) Prescription Drugs.

1. Under the prescription drug ID card program a \$\_\_\_\_ deductible will apply to generic prescription drugs or brand name drugs if no generic substitution is available. Brand name drugs, if a generic substitute is available, are not covered under the program, unless a brand name drug is medically necessary.

2. Limit dispensing amount to a 34 day supply.

3. Mail order prescription drugs will be limited to a \_\_\_\_ day minimum and \_\_\_\_ day maximum. Under the mail order program, a \$\_\_\_\_ deductible will apply to generic drugs or brand name drugs if no generic substitution is available. Brand name drugs, if a generic substitution is available, are not covered under the program.

4. Maintenance drugs will be required to be obtained through the mail order program. The original prescription with no refills may be purchased locally but subsequent refills must use the mail order program.

5. Additional Services Not Covered:

Drugs deemed not medically necessary

Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a

counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

(N) Dental Pretreatment Review. The City will enter into, and pay 100% of the cost of, a contract with a Dental Pretreatment Review Administrator. The program will operate, as follows: The employee's dentist recommends certain dental care and then submits to the insurance carrier a pretreatment review form furnished to the dentist by the employee. The form is submitted to the Administrator and, within three (3) to nine (9) days, the Administrator mails the results of its review to the patient, the dentist and the insurance carrier. The patient and dentist then schedule a date for the approved dental care. If the employee elects to have the dental work performed without, or contrary to the review, the standard deductible and 75%-25% co-payment provisions will not apply. Instead, there will be a straight 50%-50% co-payment from the first dollar of charges also based upon the usual, customary and reasonable standard. Such pretreatment review will cover the following dental procedures:

- (1) Crowns
- (2) Inlays or onlays
- (3) Bridges
- (4) Partial or full dentures
- (5) Impactions
- (6) Periodontal surgery exceeding \$250.00
- (7) Orthodontic treatment
- (8) Oral surgery
- (9) Temporomandibular joint treatment
- (10) All dental claims exceeding \$250.00
- (11) All major medical dental claims exceeding \$250.00

(O) Awarding Contracts. Every effort will be made by the City to award the contracts for Medical Utilization Review and Dental Pretreatment Review to local companies. If this is not feasible, the City will require that companies awarded the contracts will maintain a local representative. This is to ensure that all forms will be reviewed at a local level.

#### Section 6. Physical Examinations.

(A) For eligible employees, the City will pay 90% of \$\_\_\_\_ in UCR charges for routine physicals. For dependents, the City will pay 80% of \$\_\_\_\_ in UCR charges. A stress test will not be payable under the physical examination benefit unless deemed medically necessary. If a stress test is deemed medically necessary, the City will pay 80% of \$\_\_\_\_ in UCR charges for the stress test and stress test interpretation.

(B) Annual physical examinations shall exclude routine check-ups such as, but not limited to, eye examination, pap smears and immunizations.

(C) The above physical examination benefits are not subject to the deductible, and coinsurance provisions under Section 5 (A) and (B).



Section 7. Dental.

- (A) Dental general anesthesia administered by the dentist is a covered service.
- (B) The maximum amount this contract will pay for covered dental expenses, except orthodontics, for one person in one benefit year is \$\_\_\_\_\_.
- (C) Dependent orthodontia will be payable at 75% of the UCR allowance, up to a maximum payment of \$\_\_\_\_\_.

Section 8. Vision. The following non-panel reimbursement schedule will apply:

Professional Fees	
Examination, up to	\$_____
Materials	(Pair)
Single Vision Lenses, up to	\$_____
Bifocal Lenses, up to	\$_____
Trifocal Lenses, up to	\$_____
Lenticular Lenses, up to	\$_____
Frames, up to	\$_____

Contact Lenses

(In place of all other benefits for the benefit period.)

Necessary	\$_____
Cosmetic (elective)	\$_____

Increase panel wholesale frame allowance proportionately.

Section 9. Communicable Disease Testing. At no charge to the employee, the City shall contract with a twenty-four (24) hour medical facility to test Fire Fighters who may have been exposed to communicable diseases while in the performance of their duties.

Section 10. Premium Contributions. Effective June 1, 20\_\_\_\_, employees will be charged a monthly premium for participating in the City's insurance program of \_\_\_\_\_ dollars (\$\_\_\_\_) per month for single coverage and \_\_\_\_\_ dollars (\$\_\_\_\_) per month for family coverage. Such premiums shall be paid through an automatic payroll deduction.

Section 11. Pre-tax Benefits. Effective no later than January 1, 20\_\_\_\_, an initial enrollment will be offered to full-time employees who choose to participate in a Pre-tax Dependent Care and Pre-tax Insurance Premium Program offered by the City or its appointed Administrator. Subsequent enrollments will be offered to new employees at the time of hire; existing employees may enroll during Open Enrollment month each year.

Insurance Premiums. Each participant who elects to pre-tax the monthly insurance premium must complete the necessary election form which authorizes the City payroll to pre-tax that premium.

Dependent Care Program. Each participating employee who elects to enroll in the Dependent Care Program will determine an amount to be pre-taxed biweekly through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in Internal Revenue Code. Amendments to the annual pre-tax maximum can only occur during Open Enrollment month, on the annual plan renewal date, or when a change in status occurs. Participants will submit allowable claims to the City's Plan Administrator. Remittance from the participant's Dependent Care account will be sent directly to each plan participant. Amounts for which a participant does not have an eligible claim will be forfeited at the end of each plan year.

These Pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

Section 12. PPO. The City intends to implement medical and prescription drug Preferred Provider Organization(s) (PPO's) City-wide effective on or about February 1, 20\_\_\_\_. The Union reserves its right to bargain about such PPO's, utilizing the procedure of Mid-Term Bargaining as set forth in this Contract. If the Union exercises that right following notice from the City under this Contract, no PPO will be implemented with respect to employees in this bargaining unit or their dependents until that mid-term bargaining process is completed and in accordance with its results. The IAFF will be included in any labor-management committee that may be formed to survey PPO options and/or provide input to Risk Management. Such participation in any labor-management committee shall be in addition to, not in lieu of, the bargaining rights specifically reserved by the Union in this Article.

## HOLIDAY PAY/LEAVE

The number of holidays and compensation either in cash and/or time off received for holidays, is specified within the collective bargaining agreement.

### Model contract language:

The following Holidays are those which shall be recognized and observed: (Select the appropriate holidays).

New Year's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Easter Sunday; Easter Monday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day; Victoria Day; Civic Holiday; Remembrance Day; Dominion Day; Boxing Day; Birthday of Reigning Monarch, and any other holiday declared by the Federal, State, Provincial and Municipal Governments.

(Choose the appropriate phrase[s].)

A. In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.

B. Employees who actually work on a holiday shall be compensated at a rate of (formula) for the entire shift.

Employees who are not scheduled to work on the holiday shall be compensated at the rate of (formula).

C. Employees shall receive annually \_\_\_\_\_ compensatory hours in lieu of paid holidays.

D. Employees shall receive \$ \_\_\_\_\_ paid in a lump sum on January 1 of each year in lieu of paid holidays.

E. Employees who work overtime on a holiday will be paid (formula) time for all hours worked on overtime.

F. In addition to the described holidays, two (2) floating holidays shall be observed which shall be added to the employee's holiday leave.

Provided below are three sample holiday clauses:

#### ■ Clause 1:

(A) Members of the bargaining unit in the fire fighting and fire alarm divisions whose shift begins on the following named holidays and who actually work on that holiday shall be compensated at the rate of \_\_\_\_\_ the hourly rate for the first \_\_\_\_\_ hours of the shift which starts on the holiday.

(B) Members of the bargaining unit in the fire fighting, fire alarm, and fire academy divisions who are not scheduled to work on the holiday shall be paid \_\_\_\_\_ hours of straight time pay at their regular rate, provided they are on pay status for their regularly scheduled work day before and their regularly scheduled work day after the holiday. Other bargaining unit employees shall be paid at the rate of \_\_\_\_\_ hours for the unworked holiday provided they meet the requirements of this Subsection.

(C) All members of the bargaining unit who work overtime on

a holiday will be paid double time for all hours worked on overtime.

The holidays are:

- New Year's Day, January 1
- Martin Luther King Day, 3rd Monday in January
- George Washington's Birthday, 3rd Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4th
- Labor Day, first Monday in September
- Veteran Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Christmas Day, December 25

If any new holiday not presently granted to other City employees, either on a continuing basis or for a special event, is granted to all other city employees it shall be deemed to be a holiday under this Memorandum. The City further agrees that, in the event that the State of \_\_\_\_\_ or the Federal Government formally recognizes September 11<sup>th</sup> (9/11) as a State or National Holiday, September 11<sup>th</sup> will be added to the above list of holidays.

#### ■ Clause 2:

The City agrees to incorporate into this Memorandum the benefits provided under Administrative Regulation \_\_\_\_ as amended, indicating the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day (\_\_\_\_ hours for 56 hour employees and \_\_\_\_ hours for 40 hour employees.)
- Christmas Day \_\_\_\_ Personal Leave Days\*

\* After \_\_\_\_ months of continuous service, personal leave days shall be credited to the employee's compensatory time.

Employees working a 56 hour schedule shall receive \_\_\_\_\_ hours pay per each holiday.

(B) Employees will continue to receive holiday pay while on industrial leave.

(C) Effective January 1, 20\_\_\_\_, vacation accrual for employees with less than \_\_\_\_\_ years shall be increased to \_\_\_\_\_ hours per month, or the forty (40) hour equivalent. Vacation accrual for all other employees shall remain the same as currently authorized.

■ Clause 3:

Recognized Holidays

The following holidays are those which shall be recognized and observed:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Flag Day (June 14<sup>th</sup>)\*

Holidays will be observed on the day designated by the City for observance.

\*Flag Day (June 14<sup>th</sup>) for Platoon employees and the second Friday in June for all forty (40) hour employees.

An employee scheduled to work an eight (8) hour day forty hour (40) week schedule will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work days immediately preceding and immediately following the holiday.

A 40 hour employee who works on a recognized holiday shall be paid time and one-half for all hours worked in addition to his/her regular pay, (i.e., one and one-half (1 ½) times the employee's hourly rate of pay plus his/her regular pay).

Platoon Employees – Fire Suppression and Rescue

1. Working as Regularly Scheduled on Holiday

Platoon employees who work as regularly scheduled on any of the \_\_\_\_\_ recognized holidays shall be paid double time for all hours worked (i.e., at the straight time hourly rate of pay for all hours worked plus regular pay). For platoon employees, only such employees who work the shift beginning at 8:00 a.m. on the day the holiday is observed shall be considered as working on the holiday.

Holiday on Furlough

If a holiday falls on one of the \_\_\_\_\_ furlough days of any platoon employee, he/she shall be paid for that day as if he/she had worked on the holiday (i.e., one (1) duty day, twenty four (24) hours of pay, at the straight time hourly rate of pay in addition to his/her regular furlough pay).

Holiday on a Kelly Day

If a holiday falls on a Kelly Day of a platoon employee who does not work on that day, the employee shall be paid for that day as if he/she had worked on the holiday (i.e., one (1) duty day,

twenty four (24) hours of pay, at the straight time hourly rate of pay in addition to his/her regular pay).

**HOURS OF WORK**

Hours of work clauses prescribe the hours and shift schedules of the employee.

**Model contract language:**

Choose the appropriate phrase(s).

- A. Fire suppression personnel shall work a \_\_\_\_\_ platoon 24 hour shift.
- B. The 24 hour shift shall commence at 0700 hours and continue through to 0700 hours the following day.
- C. Fire suppression personnel shall work a \_\_\_\_\_ hour average work week.
- D. Fire prevention personnel shall work an 8 hour shift and a \_\_\_\_\_ hour average work week. Work hours shall be as follows: Monday through Friday; 0800 hours to 1700 hours.
- E. The following shall be the recognized shift for fire suppression personnel: 10 hour day shift and a 14 hour night shift with \_\_\_\_\_ Kelly days off every \_\_\_\_\_ shifts.

Provided below are three sample hours of work clauses:

Clause 1:

- (A) The basic schedule for combat personnel shall be 24 hours on duty followed by 48 hours off duty, with reporting relief time of \_\_\_\_ a.m., with the following exception:
  - (1) Battalion Chiefs shall have reporting and relief time of 0630 hours.
  - (2) The hourly rate to be used for overtime calculations for personnel assigned to a 24/48-hour schedule shall be calculated by dividing their designated annual salary plus scheduled longevity by 2912 hours.
- (B) The basic work week shall be forty (40) hours per week for all members assigned non-combat duties, with the following exceptions:
  - (1) The basic work schedule for Fire Investigators shall be 24 hours on duty followed by 48 hours off duty.
  - (2) The basic work schedule for other non-combat personnel shall be forty hours per week. The reporting and relief times may be set as best satisfies the duties of the divisions or the positions.
  - (3) The hourly rate for overtime calculations for personnel assigned to a 40-hour schedule shall be calculated by dividing their designated annual salary plus scheduled longevity by 2080 hours.

■ Clause 2:

Suppression employees shall work shifts of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off during each three (3) weeks.

“Suppression employees” are those employees permanently assigned to a piece of fire apparatus and the Deputy Chiefs. This provision shall not prevent the permanent or temporary assignment of any employee to a forty (40) hour work week so long as the employee is not at the same time assigned to a piece of fire apparatus.

■ Clause 3:

The normal workday shall be either a ten (10) hour day shift beginning at \_\_\_\_ a.m., or a fourteen (14) hour night shift beginning at \_\_\_\_ p.m., except in the case of employees assigned to Fire Prevention or the Training Academy.

The normal work week shall average forty-two (42) hours. The normal schedule shall be sixteen (16) calendar days and shall consist of four (4) day shifts followed by four (4) pass days off and four (4) night shifts followed by four (4) pass days off, except in the case of employees assigned to Fire Prevention or the Training Academy.

### **INCENTIVE PAY**

The following incentive pays are examples of additional compensation that may be given to members of the bargaining unit. These can be based on skills, certifications, education, etc.

### **ARFF**

ARFF refers to Aircraft Rescue and Fire Fighting. These individuals may also be responsible for additional fire protection and suppression, emergency medical and other emergency response within the boundaries of the airport facility.

■ Clause 1:

Members assigned to the ARFF Division, including Certified Eligibles, who achieve and maintain the required ARFF training and certification shall receive incentive pay of \_\_\_\_% above what their salary would otherwise be, except for the Training Officer, who shall receive incentive or premium pay of \_\_\_\_% above what his/her salary would otherwise be.

### **BILINGUAL PAY**

■ Clause 1:

Effective \_\_\_\_, 20\_\_, such second language incentive pay shall be available for Hispanic, Vietnamese and Sign Language proficiencies. Second language incentive pay shall be cumulative. Provided that the parties develop a language proficiency review/testing process, approved by the Mayor prior to \_\_\_\_, 20\_\_, employees who meet the established proficiency requirements prior to \_\_\_\_, 20\_\_ shall receive the second language incentive retroactive to \_\_\_\_\_. Thereafter, employees shall receive the second language incentive effective the beginning of the pay period following the successful completion of the language proficiency process.

■ Clause 2:

fire fighters, Fire Engineers and Fire Captains who are certified by the Civil Service Commission as having oral and/or written bilingual skills, and who regularly and frequently use such skills, will receive \$\_\_\_\_/hour.

■ Clause 3:

Bargaining unit members who are occasionally required to use multilingual or sign language skills on the job may receive a pay differential in accordance with the criteria presented in this Section.

The language skills for which a multilingual differential is paid will be determined by the Employer, based on the numbers of County residents who speak a language other than “spoken English.” Languages, other than English, that are spoken by substantial numbers of County residents will be determined eligible for pay differential eligibility. If a language is spoken by a substantial number of County residents, then there is a significant likelihood that bargaining unit members will have occasional need to communicate in that language.

A pay differential will be paid to all bargaining unit members who pass a proficiency examination in basic multilingual or signing skills in a language, other than “spoken English,” that has been determined eligible for receipt of pay differential. All bargaining unit members will be afforded an opportunity to qualify for the multilingual pay differential. This program shall not be administered in an arbitrary, capricious or discriminatory manner.

Basic multilingual or signing skills are defined as those skills primarily required for signing or oral communication and comprehension, such as those used in conversation with citizens to whom fire and rescue services are provided.

Proficiency examination: Prior to becoming eligible for the pay differential, the bargaining unit member must pass a language proficiency examination administered by the \_\_\_\_\_ County Office of Human Resources in a language that has been determined eligible for receipt of the pay differential. Testing will consist of an oral communication performance examination administered to those bargaining unit members who seek the multilingual pay differential. This examination will be designed to assess basic oral communication skills.

Compensation: Compensation is paid for all hours actually worked during the pay period. Employees certified as possessing basic skills will receive \$\_\_\_\_ per hour for all hours actually worked. If a language is removed from the list of eligible languages, a bargaining unit member receiving a multilingual certification pay differential for proficiency in that language, will immediately cease to receive the multilingual certification pay.

### **CONFINED SPACE/TECHNICAL RESCUE**

■ Clause 1:

Heavy Rescue Team

The city will pay a maximum of \_\_\_\_ bargaining unit members a \_\_\_\_% premium above their base pay upon completion of



training and certification for “operation level” Rope Rescue, Technical Rescue, and Confined Space Rescue. These individuals must maintain the certification and continue to complete training requirements, as determined by management, in order to continue to receive the premium.

In the event the Department becomes a Heavy Rescue Regional Response Team, the City of \_\_\_\_\_ will pay an additional \_\_\_\_% premium to bargaining unit members who complete the training and are certified at the “Technician Level”. These individuals must complete and maintain the certification and continue to complete training requirements, as determined by management, in order to receive the additional \_\_\_\_% premium.

The Labor/Management committee will select the initial team members. After the initial selection, Management retains all rights to select and assign personnel to the Heavy Rescue Team and to Heavy Rescue Team stations. Individuals will not be allowed by bid into core team positions and/or stations. If the Heavy Rescue Team is discontinued for any reason all premium pay will end.

Clause 2:

Technical Rescue Team Incentive.

Effective \_\_\_\_\_, 20\_\_\_\_, employees initially assigned to the Technical Rescue Team shall receive \$ \_\_\_\_ per month until such time the employee is deemed qualified by the Fire Chief. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month.

Each Fire Fighter assigned to the Technical Rescue Team determined to be qualified by the Fire Chief shall receive a \$ \_\_\_\_\_ per month incentive during his or her active assignment.

■ Clause 3:

Technical Rescue Team – In order to be eligible for T.R.T. Assignment Pay, employees must possess a current diver certification or such certification as required by the Fire-Rescue Department.

Employees shall be eligible to receive an additional \_\_\_\_% assignment pay after being assigned to a T.R.T. team for a minimum of a \_\_\_\_ hour shift. Such pay shall be paid in increments of \_\_\_\_ hour shifts.

**DIVE TEAM PAY**

■ Clause 1:

Firefighting personnel who are certified Department authorized divers in accordance with rules, regulations and protocols established and maintained by the \_\_\_\_\_ Fire Rescue Department will be eligible to receive an underwater rescue pay supplement of \$ \_\_\_\_\_ bi-weekly. The County Manager and Director of the \_\_\_\_\_ Rescue Department shall retain the authority and discretion to determine the number of employees who will receive this pay supplement.

**DRIVER PAY**

Driver pay clauses ensure that fire fighters that drive fire-pumping and aerial lift apparatus in response to alarms; operate pump at the incident scene, and regulate water pressure through hose lines will receive incentive pay for assuming those duties.

■ Clause 1:

fire fighters who are duly certified by the \_\_\_\_\_ Fire Rescue Department and who are assigned full-time duties as “Driver Operators” on fire apparatus shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range shall receive \_\_\_\_% above their regular rate.

**EDUCATIONAL DIFFERENTIAL**

Educational differential clauses are negotiated to provide an employee additional compensation for improved skill and expertise gained through education.

Model contract language:

In addition to the wage rates established by this Agreement, the Employer shall pay premium pay for successful completion of credit hours and degrees offered in fire science.  
\$ \_\_\_\_\_ per month for each three (3) credits earned.

\$ \_\_\_\_\_ per month for an Associate Degree with a concentration in Fire Administration, or Fire Prevention Technology, or Fire Science/Engineering.

\$ \_\_\_\_\_ per month for a Bachelor Degree with a major in Fire Administration, or Fire Prevention Technology, or Fire Science/Engineering.

Provided below are three sample educational differential clauses:

■ Clause 1:

Unit employees who have completed all required basic training courses and probationary periods shall be entitled to the following monthly allowances according to the educational degree held by such Unit employees:

Doctorate.....\$ \_\_\_\_ per month  
Masters..... \$ \_\_\_\_ per month  
Bachelors..... \$ \_\_\_\_ per month  
Associate..... \$ \_\_\_\_ per month

An employee shall be eligible for incentive pay hereunder following submission of his/her diploma evidencing completion of degree requirements at a fully accredited college or university to the Fire Chief or designee.

The foregoing notwithstanding, no employee shall be entitled to compensation for an educational degree which qualifies the employee for his/her position of employment; or for any degree which is not specifically related to the employee’s actual employment duties.

■ Clause 2:

1. Educational bonus pay shall be established for successful completion of credit hours and degrees offered in Fire Science and related fields, by the following:
  - A. \$\_\_\_\_ per college credit hour earned towards a degree in the Fire Sciences.
  - B. Employees who become certified as a Fire Fighter III shall receive a stipend of \_\_\_\_\_ per year in addition to base salary.
  - C. Employees who have become state certified as a Paramedic shall be deemed to have earned \_\_\_\_ college credit hours.
  - D. The maximum college credit hours to which an employee may be compensated shall not exceed \_\_\_\_ college credit hours.

Compensation for Required Class

Employees holding any EMT license or equivalent shall be compensated for their attendance at any recertification or continuing education course approved by the Project Medical Director. Such compensation shall be at the rate of 1-1/2 times their regular straight time hourly rate for each continuing education unit attended at times outside their regular work shift up to a maximum of \_\_\_\_ hours per year.

Any employee attending any other fire department related classes approved by the Fire Chief shall also receive compensation at 1-1/2 times their regular straight time hourly rate for all classes attended at times outside their regular work shifts up to a maximum of \_\_\_\_ hours per year.

Reimbursement shall be made in accordance with Section \_\_\_\_\_

These provisions shall be effective \_\_\_\_\_, 20\_\_ and shall be applied uniformly to all bargaining unit employees.

2. Advisory Committee & Course(s) Approval. Approval of the schools, courses and curriculums related to the fire services, shall be subject to the prior approval by the Fire Chief, with the advice of an "Educational Advisory Committee" of \_\_\_\_ members, \_\_\_\_ members appointed by the Union, \_\_\_\_ members appointed by the Fire Chief, and the Fire Department Training Officer, who shall be the chairman.

3. Employees who upon receipt and verification of satisfactory completion of an approved and creditable courses of study, by attaining a passing grade of "C" or better, shall also be reimbursed for tuition, books, and necessary fees attached to the courses. Verification of report cards and receipts shall be made by the Fire Chief, and shall then be forwarded to the City Comptroller for immediate reimbursement.

4. Payment shall be made after the first council meeting in September for credit hours accumulated up to the previous August 1. The payment for credit hours shall be deemed as earned and pro-rated if necessary, for the one year period running August 1st through July 31st that precedes the September payment.

■ Clause 3:

1. Effective July 1, 20\_\_ upon satisfactory completion of a degree program in Fire Technology or Fire Administration at an accredited institution, eligible employees shall receive the following payments once annually. These payments shall not be cumulative for employees with more than one degree:

Associate Degree in Fire Science Technology  
Fire Administration      \$\_\_\_\_ per annum

Bachelor's Degree in Fire Science Technology  
or Fire Administration      \$\_\_\_\_ per annum

2. Eligibility

- (a) In order to be eligible for the educational incentive, employees who are enrolled in degree programs must notify the Department at the beginning of the academic year in which they expect to receive their degree.
- (b) Upon successful completion of a degree program, the employee must provide proof of same to the Department in order to receive payment.
- (c) Employees who already possess a degree shall present acceptable documentary evidence of same to the Department.

3. Educational incentive pay shall be made in a lump sum during the month of August and said lump sum shall be the amount due each eligible employee for the preceding year. In order to qualify for the educational incentive the employee must be a Firefighter 1st Grade. Any employee who is discharged shall not be entitled to the educational pay he/she would otherwise have received subsequent to the date of the discharge.

4. The educational incentive shall not be subject to pension deductions nor shall it be computed as part of annual wages for pension benefit calculation.

**EMS**

**Emergency Medical Services (EMS) incentive pay clauses are negotiated to provide compensation to an employee who has improved skill and expertise gained through EMS certification and recertification.**

Provided below are three sample EMS incentive pay clauses:

■ Clause 1:

(1) All bargaining unit personnel who obtain and maintain EMT-D certification shall receive \$\_\_\_\_ per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must have a current certification on file to be eligible for continuing EMT-D incentive pay. State guidelines will be used.

(2) All bargaining unit personnel who obtain and maintain Basic EMS Instructor certification or Paramedic EMS Instructor certification shall receive \$\_\_\_\_ per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief.

An employee must be an active instructor for the Fire Department and have a current certification on file to be eligible for continuing EMS Instructor incentive pay. State guidelines will be used.

Basic EMS Instructors shall be limited to seventy five (75) instructors. Paramedic EMS Instructors shall be limited to thirty (30) instructors. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must be an active instructor for the Fire Department and have a current certification on file to be eligible for continuing either EMS Instructor incentive pay. State guidelines will be used.

- (3) All bargaining unit personnel who obtain and maintain EMT-Paramedic (EMT-P) certification shall receive \$ \_\_\_\_ per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must have a current certification on file to be eligible for continuing EMT-P incentive pay. State guidelines will be used.

Employees receiving this level of incentive pay shall not also draw EMT-D incentive pay.

■ Clause 2:

The premium pays as defined in this Article shall be limited to employees covered by this agreement who have at least \_\_\_\_ years of service with the Department. The Employer reserves the right to pay such premiums to employees with less than \_\_\_\_ years of service in the Department providing such employee holds the required certification.

**Premium Pay for Paramedic**

Any employee who is assigned to an advanced life support unit as a Paramedic shall be paid a differential of \_\_\_\_% of his/her regular base rate.

Only employees who have satisfactorily completed all required paramedic training shall be eligible for such assignment and pay differential.

The following amendment is added to this section:

\_\_\_\_% after \_\_\_\_ years in program  
\_\_\_\_% after \_\_\_\_ years in program  
\_\_\_\_% after \_\_\_\_ years in program

**Premium Pay for EMT**

All employees in all titles will be required to become certified as an EMT and to maintain such certification as a term and condition of employment. However, any employee originally appointed to a title covered by this Agreement prior to January 1, 20\_\_\_\_, who is not certified as an EMT shall not be required to become certified. Such employees may choose to become certified. Once certified such employee must maintain their EMT certification as a term and condition of employment.

Any employee who was originally appointed prior to January 1, 20\_\_\_\_ to a title covered by this Agreement who is certified as an EMT must maintain their certification as a term and condition of employment.

Any employee who is assigned to an advance life support unit or a basic life support unit as an Emergency Medical Technician-Assigned (EMT-A) shall be paid a differential of \_\_\_\_% of his/her regular base rate.

Employees certified as an EMT but who are not assigned to an ambulance unit shall receive a differential of \_\_\_\_% of his/her regular base rate.

Only employees who have satisfactorily completed all required EMT training shall be eligible for such assignment and pay differential.

Any employee who is assigned to a unit as an EMT-I/D shall be paid a differential of \_\_\_\_% of his/her regular base rate.

Effective \_\_\_\_, 20\_\_\_\_, Fire Fighter, Fire Equipment Operator and Captain EMT's with \_\_\_\_ consecutive years assigned to a paramedic engine company, shall be paid a differential of \_\_\_\_% of his/her regular base rate. Article \_\_\_\_ shall not apply to this \_\_\_\_% differential.

■ Clause 3:

EMT Incentive

Employees who possess and maintain a valid State of \_\_\_\_\_ EMT certificate will receive an incentive of \$ \_\_\_\_\_ annually. EMT incentive will be paid \$\_\_\_\_ per two-week pay period. Employees may not receive both the EMT Incentive and the Dual Certification Incentive.

HAZMAT PAY

■ Clause 1:

Effective with the pay period including \_\_\_\_, 20\_\_\_\_, a maximum of \_\_\_\_ positions who are primarily assigned to rescue and who are HazMat trained and certified will receive a \_\_\_\_% differential in addition to their base salary. This differential does not apply to minimum staffing replacements.

■ Clause 2:

Hazardous Materials Technician Assignment Pay – In order to be eligible for Hazardous Materials Technician Pay, the employee must possess a Hazardous Material Technician Certification or such certification as required by \_\_\_\_\_County Professional Fire Administrators Hazardous Materials Committee.

Employees shall be eligible to receive an additional \_\_\_\_% assignment pay after being assigned to a Hazardous Materials Technician Team for a minimum of a \_\_\_\_ hour shift. Such pay shall be paid in increments of \_\_\_\_ hour shifts.

The City shall provide a yearly physical examination for employees receiving Hazardous Materials Technician Assignment Pay. A copy of this physical examination shall be made available at all times in case of emergency. The City will also provide hazardous materials training as required by the \_\_\_\_\_County Professional Fire Administrators Hazardous Materials Committee and federal law.

■ Clause 3:

Personnel assigned to the Hazardous Material (Haz-Mat) Team shall receive a \$ \_\_\_\_\_ per month incentive during their active assignment.

USAR

■ Clause 1:

Urban Search and Rescue Team. Employees designated and assigned by the Fire Chief to the Urban Search and Rescue Team (USRT) shall be paid a special payment of \$ \_\_\_\_\_ per bi-weekly pay period. Payment shall be provided in accordance with Section \_\_\_\_\_.

**JOB RELATED MEDICAL LEAVE OF ABSENCE**

Job related medical leave of absence clauses are negotiated to ensure continuation of all contractually provided compensation and benefits during the recovery period of a Fire Fighter who has suffered a line-of-duty injury.

**Model contract language:**

Any employee unable to work because of a job-related disabling condition shall be entitled to a leave of absence at his/her regular rate of pay for the duration of the time for which he/she is medically certified as being unable to work. During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such a leave of absence.

Provided below are three sample job related medical leave of absence clauses:

■ Clause 1:

In the event that an employee suffers an illness or injury in the line of duty, in the course of employment, or as a result of his/her employment, he/she shall be compensated at full pay for a period not to exceed \_\_\_\_\_. A Medical Review Board shall be created for the purpose of examining all matters pertaining to sick and/or injured members of the Fire Department. Any employee may be required to present to this Board a doctor's certificate to the effect that an illness or injury specified above required extended convalescence.

In the event that any illness or injury sustained by an employee is not service connected, said employee shall have his/her injury or illness reviewed by the Medical Review Board for the purpose of determining whether or not such occurrence is of a major nature, thereby rendering the employee eligible for additional sick leave compensation in excess of the yearly \_\_\_\_\_ working hours, or accumulated sick leave which he/she may have exhausted. However, in no event shall any Fire Fighter who shall have attained the commencement of his/her \_\_\_\_\_ year of employment not be compensated if he/she is sick or injured and requires convalescence, notwithstanding the nature of the illness or injury or whether or not said employee has exhausted his/her yearly or cumulative sick leave.

All excuses and notification of illness or injury shall be submitted to the Medical Review Board for its determination. The Medical Review Board shall consist of the Mayor, or his/her designate, ei-

ther of whom may act as Chairperson; the Fire Surgeon or his/her medical designate; the Union President or his/her designate; and one (1) superior officer selected by the Union and his/her designate. The Personnel Officer or his/her designate shall be an ex-officio non-voting member of the Medical Review Board.

■ Clause 2:

(a) In the event an employee is injured in the performance of his/her duties or incurs a sickness clearly attributable to and unique to his/her occupation, such employee shall be entitled to sick leave pay not to exceed \_\_\_\_\_ consecutive calendar days to the extent required by law, but such benefits shall be no more than required by law; such compensation to be reduced by the amount of compensation insurance received by said employee, as pertaining to City employment and City compensation only, if any. Any time off granted by this Section shall be computed on an hourly basis and shall be contingent upon said employee filing for worker's compensation benefits immediately upon filing for the leave of absence. Any variance or special consideration to this Section shall be subject to review by the City. The employee shall provide written notification to the Fire Chief before the expiration of the \_\_\_\_\_ consecutive calendar day leave of absence if he/she is physically unable to return to work at the conclusion of the leave.

(b) The above stated leave is subject to the following conditions:

(1) The employee must pass a medical examination by the City Physician and complete the Minimum Physical Performance Evaluation as outlined in Appendix \_\_\_\_\_ before he/she will be permitted to return to work. For extended leaves he/she will be required to furnish a current report from the attending doctor at the end of every \_\_\_\_\_ calendar day interval;

(2) The employee may not take his/her vacation immediately following this leave unless the period of time consumed by the vacation and this leave equals \_\_\_\_\_ consecutive days or less, except in those instances where the vacation was scheduled prior to said injury and the granting of the vacation period does not disrupt the normal operations of the Department.

(3) Upon written request, the Fire Chief shall have the authority to allow earned, unused vacation periods to carry over into the next calendar year at his/her discretion for those employees unable to use their vacation while on an approved leave of absence. The City may, at its discretion, pay the employee for unused vacation in lieu of allowing vacation time to accumulate into next year.

(4) If the employee accepts new employment elsewhere or becomes self-employed subsequent to his/her on-the-job injury or occupational disease leave, the City's portion of the compensation benefits shall cease;

(5) If the employee fails to provide written notification to the Fire Chief before the end of his/her leave that he/she wants an extension, he/she will be terminated at the conclusion of the leave;

(6) Any special consideration for an extension of an on-the-job-injury paid leave of absence in excess of \_\_\_\_\_ consecutive calendar days shall be applied for through the Office of the Fire Chief and must be reviewed and approved by the City. The City



shall extend the leave and approved benefits until the status of the application for extension has been determined.

(c) Employees who are granted leave for IOD purposes under Sub-section (a) above shall cease to accumulate sick leave after the completion of a \_\_\_\_ consecutive calendar day leave of absence period, until they return to work. The employee shall not begin to re-accumulate sick leave until he/she returns to work.

(d) Sick leave pay for IOD purposes shall be computed at the straight-time rate the employee would have been paid had the employee been working for that period of time.

■ Clause 3:

A. An employee receiving injury time loss payments because of an injury arising from employment with the City shall be paid the difference between the employee's regular monthly salary and injury time loss payments. Such injury leave pay shall continue for so long as the employee continues to receive injury time loss payments, but in no event longer than \_\_\_\_ calendar days following the injury or illness.

However, for the purposes of this section, an injury or illness which is determined to be an aggravation of a prior injury or illness under \_\_\_\_ workers' compensation laws or regulations will not be considered a new injury or illness and benefits under this Section will be paid only to the extent they are available to the employee under the original injury. An employee may utilize any remaining injury leave under this subsection if an aggravation or deterioration of the original condition occurs, regardless of the amount of time that has passed since the original injury.

B. If a claim is denied by the insurer, and such denial is upheld following appeal, any injury leave paid under this section prior to such denial shall be converted to hours and charged against the employee's accrued sick leave, accrued vacation, and/or holiday leave.

If an employee is off work beyond \_\_\_\_ days as a result of a work injury, the employee shall be eligible to apply for long-term disability insurance benefits as provided in this contract.

The employee may use any remaining accrued sick leave, holiday time and vacation time after \_\_\_\_ days, and must use such in situations governed by Article \_\_\_\_\_. Medical progress reports may be required prior to the approval of such payments.

## JOB RELATED PHYSICIAN VISITS

Job related physician visit clauses are negotiated to provide annual physical examinations for Fire Fighters and to provide medical care to Fire Fighters that have sustained line-of-duty injuries.

### Model contract language:

Employees suffering injuries or illnesses due to job-related activities shall be paid for all time lost from work while receiving medical treatment and examination at their regular rate of pay and such employees shall be provided with the necessary transportation to and from the doctor's office at no cost to the employee.

Provided below are three sample job related physician visit clauses:

■ Clause 1:

(1) The Employer shall provide current infectious disease inoculations against Hepatitis B and flu, and testing for Acquired Immune Deficiency Syndrome (AIDS) as part of the base-line physical and thereafter whenever the employee has been exposed to AIDS in a work situation.

(2) The County will provide a base-line physical examination of each Fire Department employee.

Physical examination to include:

- (a) complete medical history and general physical examination.
- (b) urine analysis (dipstick only)
- (c) complete blood count
- (d) chemistry and lipid profile
- (e) audiogram
- (f) electrocardiogram with interpretation and report
- (g) chest x-ray

Further physical examinations will be provided whenever exposure warrants.

■ Clause 2:

The City will assume and pay, directly from its own funds or through the proceeds of insurance procured by the City, or a combination thereof, medical and hospital expenses (in excess of or not otherwise paid by all applicable hospital, medical, and workmen's compensation insurance) required for the treatment of in-line-of-duty injuries and service-connected disabilities sustained by Employees of the City. Any Employee of the City covered under this Agreement sustaining an in-line-of-duty injury or a service-connected disability may select the doctor and hospital of his/her choice for such required treatment. Such treatment shall be paid for, for the duration of injury and/or treatment.

■ Clause 3:

It is understood that in the event a member is injured on duty which injury by reason of its severity requires that said member be attended by a physician with a specialty, then and in that event the City shall be responsible for the expenses incurred as a result of said attendance. All other expenses incurred by a member by the attendance of a physician of his/her own choice shall be at the expense of the member.

## LEGAL

Clauses of this nature are negotiated to provide protection to a Fire Fighter while performing required duties. This goal is accomplished through the purchase of a policy or liability insurance.

Provided below are three sample legal clauses:

■ Clause 1:

The City shall provide for insuring Fire Fighters within the performance of their duties against liability to third persons arising out of the operation, maintenance or use of any motor vehicle owned or leased by the City.

■ Clause 2:

The City agrees to defend and pay any settlement, claims or judgments brought against or recovered against any member of the Bureau of Fire arising from the Bureau member's activities in the performance of duty only, including but not limited to, the operation of Bureau fire vehicles or apparatus, where such defense and payment is mandated as a City obligation by law.

■ Clause 3:

- (a) The City agrees to indemnify an employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established that such action arose out of a willful or wanton dereliction of duty by the employee. In the event that such proceedings result in any judgment or monetary award against such employee, the City will indemnify such employee in respect of payment made pursuant to such judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such employee's duties.
- (b) In the event that the City shall provide such protection to the employee by the purchase of a policy or liability insurance, it is agreed that indemnification shall be restricted to the liability provided by such policy of insurance and subsection (a) hereof shall be amended as required to conform to the provisions of the liability so provided. The Union shall be advised annually of the amount of liability insurance so provided by the policy.

## LIFE INSURANCE

Life insurance provisions are negotiated to provide benefits to an employee's dependent(s) in instances of death and accidental death and dismemberment.

### Model contract language:

The Employer shall provide \$ \_\_\_\_\_ life insurance protection for each employee. The Employer shall pay \_\_\_\_% of the premium.

Provided below are three sample life insurance clauses:

■ Clause 1:

The Employer shall pay the full cost of \$ \_\_\_\_\_ group term life insurance for each eligible employee. All employees shall receive such life insurance coverage on the first day of the calendar month following completion of six (6) months service.

Such insurance terminates on the last day of the month in which an employee terminates his/her employment. Employees are responsible to contact the Auditor's office at least \_\_\_\_ month(s) prior to retirement to verify any insurance benefits due after termination.

While an employee is entitled to receive long-term income protection pursuant to this Agreement, the Employer shall maintain such life insurance coverage for such employee as it does active employees.

The Employer shall pay full cost of term life insurance for any employee who retires from employment with the City after approval of this contract, after having been employed by the City

for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the \_\_\_\_\_ Firefighter's Relief Association, or the \_\_\_\_\_ Police Pension Association. The amount of the insurance coverage shall be \$ \_\_\_\_\_.

■ Clause 2:

The City shall provide term life insurance coverage in the amount of \$ \_\_\_\_\_ for each employee. Additional term life insurance may be purchased in \$ \_\_\_\_\_ increments up to an additional maximum of \$ \_\_\_\_\_ by each employee at cost through a payroll deduction system. The City shall provide each employee a certificate of coverage.

■ Clause 3:

The following benefits relating to death, accidental death and dismemberment, shall remain in effect as follows for the duration of the Memorandum:

- (1) The face amount of the death benefit shall be an amount equivalent to the deceased employee's current total annual salary on the date of the employee's death plus \$ \_\_\_\_\_. In the event of the death or accidental death of an employee so covered, the amount of the benefit shall be paid to such beneficiary as the employee shall have, from time to time, specifically designated, or in the event there is no named beneficiary, then the amount shall be paid to his/her estate. In the event of the accidental death of such employee, such designated beneficiary or his/her estate shall receive double the said amount in indemnity benefits. The maximum amount provided for double dismemberment shall likewise be increased to an amount equivalent to the injured employee's total annual salary on the date of the employee's injury.
- (2) The additional accidental death benefit provided for in paragraph (1) immediately above shall not apply to accidental death or dismemberment of an employee in line of duty.
- (3) The benefits and coverage provided for in paragraph (1) above shall be converted upon retirement to a \$ \_\_\_\_\_ death benefit with double the same amount of indemnity benefits in the event of accidental death, payable to the designated beneficiary or his/her estate as in paragraph (1) above. The maximum amount provided for double dismemberment shall likewise be converted to \$ \_\_\_\_\_ with one-half (1/2) of said sum payable for a single dismemberment.
- (4) All retirees currently protected by the coverage described herein shall continue to receive same in the amount of \$ \_\_\_\_\_ with double indemnity and dismemberment benefits as provided for in paragraph (3) above.
- (5) Present retirees who are not covered under (3) or (4) above shall receive a \_\_\_\_\_ death benefit with double the said amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary, or his/her estate, as in paragraph (1) above, in the amount of \$ \_\_\_\_\_.

The provisions outlined above shall continue in full force and effect.

## LONGEVITY PAY

Longevity provisions are negotiated so that an employee is compensated for his/her increased knowledge and ability gained through length of service. Rates of pay and eligibility requirements should be specified.

### Model contract language:

The Employer agrees to the following longevity pay which shall be added to the monthly salary and wages of each employee.

(Select the appropriate phrase[s].)

- A. Each employee shall receive 1% of his/her salary per year for every year of service.
- B. Each employee shall receive 5% of his/her salary per year for each five (5) completed years' of service.

Each employee shall receive \$\_\_\_\_\_ per year for every four (4) completed years' of service.

Provided below are three sample longevity pay clauses:

#### ■ Clause 1:

All members who presently qualify shall receive longevity pay as follows:

Years Service	Percent of Annual Salary
Beginning of ____ year through end of ____ year	____%
Beginning of ____ year through end of ____ year	____%
Beginning of ____ year through end of ____ year	____%
Beginning of ____ year and following	____%

Payments shall be paid in two semi-annual installments; one-half of the annual amount on the payday for the pay period in which June 1 falls, and one-half on the payday for the pay period in which December 1 falls.

#### ■ Clause 2:

In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed \_\_\_\_\_ years total accumulative service with the City. The monthly amount of this pay shall be \$\_\_\_\_\_ per month times the total years accumulative service of the employee with the City.

#### ■ Clause 3:

Employees who are on the payroll as of \_\_\_\_\_ who have completed at least \_\_\_\_\_ years of continuous employment with the City are eligible to receive an annual longevity award which is paid after \_\_\_\_\_ of each year.

Continuous employment is defined as the period of employment not interrupted by resignation, dismissal, or quitting without notice.

An eligible employee is given credit for any period of temporary or limited term status if employment with the City has been continuous.

An eligible employee who works full time at least forty hours per week is awarded:

For Service of at Least	But Less Than	The Amount Is
____ years	____ years	____ % but not less than \$ ____
____ years	____ years	____ % but not less than \$ ____
____ years	____ years	____ % but not less than \$ ____
____ years		____ % but not less than \$ ____

## MAINTENANCE ALLOWANCE

Maintenance allowances are negotiated so that the employee will be reimbursed for costs incurred for cleaning of work uniforms.

Provided below are three sample maintenance allowance clauses:

#### ■ Clause 1:

That each employee of the City coming within the Local Unit shall be provided with a cleaning allowance of \$\_\_\_\_\_ to be payable once annually.

#### ■ Clause 2:

Each Fire Fighter required to wear a uniform shall be paid a cleaning and maintenance allowance of \$\_\_\_\_\_, payable in December of each year.

#### ■ Clause 3:

All employees of the \_\_\_\_\_ Fire Department covered by this Agreement shall be entitled to an annual clothing maintenance allowance of \$\_\_\_\_\_. This payment is to be made on the first non-pay Friday in December.

## MILEAGE ALLOWANCE

Mileage allowance clauses are negotiated to provide compensation if employees are required to use their automobile for business.

### Model contract language:

Employees required to use their private automobiles for Fire Department business or as a necessity in changing stations shall be compensated at the rate of \$ \_\_\_\_\_ per mile.

Provided below are three sample mileage allowance clauses:

#### ■ Clause 1:

Whenever employees are involuntarily required to use their personal vehicles to move between assignments during their shift on more than one (1) occasion, they shall receive a payment of \$ \_\_\_\_\_ in addition to the normal mileage entitlement for each day on which this occurs.

#### ■ Clause 2:

Employees who are authorized in advance to use their personal vehicles for County business shall be reimbursed for each mile driven on County business. Said reimbursement shall be at the

rate per mile exempted by the Internal Revenue Service for reporting of income and shall not exceed the mileage costs charged for County non-emergency vehicles.

■ Clause 3:

The Village shall not require employees to use personal vehicles for business purposes except with the consent of the employee who shall be compensated at the rate of \_\_\_\_ cents per mile.

**NFPA 1710**

In 2001 the National Fire Protection Association (NFPA) took an essential step in our campaign to improve fire fighter and public safety when it passed Standard 1710. NFPA 1710 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* sets minimum standards for fire fighter deployment, response times and other factors involved in determining service delivery of fire fighting and emergency medical systems.

The following is a sample NFPA 1710 clause:

■ Clause 1:

Section 1. The City agrees to provide staffing sufficient to maintain the operations of the \_\_\_\_\_ Fire Division at an effective level. The authority having jurisdiction through its Fire Division shall work toward implementation/compliance with the NFPA 1710 Standard. There shall be a joint committee composed of management representatives and labor representatives. IAFF Local \_\_\_\_\_, Union representatives shall be selected by the Union. \_\_\_\_\_ Fire Division representatives shall be appointed by the Chief of Public Safety.

The purpose of the committee will be to evaluate the Fire Division's compliance with the minimum criteria addressed in NFPA 1710 regarding the effectiveness, efficiency and safety of fire suppression operations, emergency medical service, and special operations delivery in protecting the public and fire division employees. Where applicable, the joint committee evaluation will also include a review of relevant local/state/provincial policies, regulations and statutes that address fire suppression operations, emergency medical service and special operations delivery.

Upon completion of the evaluation, the joint committee will recommend a written plan and schedule for compliance with the operational criteria identified within NFPA 1710. Division evaluation and development of a written plan and an implementation schedule will be completed within a time period determined by the Committee for Union Management Cooperation.

**OVERTIME**

Overtime provisions are negotiated to provide premium rates of pay for overtime work.

Provided below are three sample overtime clauses:

■ Clause 1:

(A) Any employee covered by this Agreement who is scheduled on straight day work and who is authorized to and who works in excess of \_\_\_\_ hours in a pay period, or any employee covered by this Agreement who is scheduled on shift work who is authorized to and who works in excess of \_\_\_\_ in a pay period shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of \_\_\_\_ hours shall be used within \_\_\_\_ calendar days subsequent to it being earned.

(B) Employees ordered to complete an annual physical examination during normal off-duty hours shall be paid at one and one-half (1 1/2) times their regular rate of pay and shall not be subject to the Call-Back Pay article contained within this Agreement.

(C) Calculation of Overtime

Each hour of overtime shall be compensated as follows:

__ - __ minutes	no compensation
__ - __ minutes	compensatory leave at rate of 1 1/2 times of time worked
__ - __ minutes	one half hour wages at 1 1/2 times plus compensatory time for actual time worked over 30 minutes
__ - __ minutes	one (1) hour of wages at 1 1/2 times

■ Clause 2:

Employees shall be paid premium rates of pay equal to one and one-half (1 1/2) times his/her regular hourly rate of pay when:

(1) The employee is held over beyond the end of his/her regularly scheduled work shift in which case the employee shall be entitled to a minimum of \_\_\_\_ hours premium pay, and/or,

(2) The employee is required to report in early for his/her regularly scheduled shift in which case the employee shall be entitled to premium pay or,

(3) The employee is called in to work at a time not immediately preceding his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of \_\_\_\_ hours premium pay.



■ Clause 3:

Section 1. All employees shall be paid at the rate of time and one half (1-1/2) that of their regular rate of pay for all hours worked over their regular scheduled working hours.

Section 2. All employees who are called back to work when they are off duty shall be paid a minimum of \_\_\_\_ hours at time and one-half (1-1/2) and shall be paid at the rate of time and one-half (1-1/2) for all hours worked over \_\_\_\_ hours.

Section 3. All Fire Suppression employees who are assigned a \_\_\_\_\_ hour work week schedule shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of \_\_\_\_\_ hours per \_\_\_\_\_ day work cycle. Accordingly, for each additional hour, or portion thereof, actually worked by said employee in excess of \_\_\_\_\_ during the \_\_\_\_\_ day cycle, that employee shall receive overtime pay based on the following: 1.5 times the number of hours actually worked in excess of \_\_\_\_\_, divided into the employee's three week gross regular salary.

## PAID LEAVE

Paid leave is an earned benefit commonly addressed within the collective bargaining agreement. Paid leave encompasses: blood donor leave, compassionate leave, court leave, educational leave, leave for jury duty, maternity leave, military leave, parental leave, sick leave and vacation leave, etc.

### Blood Donor Leave:

Blood donor leave clauses ensure that the Employer gives adequate time to an employee for the purposes of donating blood.

Provided below are two sample blood donor leave clauses:

■ Clause 1:

Employees may be granted a reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive or special need. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

■ Clause 2:

Employees who volunteer as blood donors to contribute to a City supported Blood Donor Organization will be authorized the absence necessary to accomplish this purpose. The Blood Donor Organization's personnel will determine what amount of time the donor will need from the point of donation till the City donors are released to go back to work.

### Compassionate Leave:

Compassionate leave clauses ensure that the Employer pays for time lost due to death in the immediate family.

### Model contract language:

An employee shall be allowed \_\_\_\_ days (or shifts) off with pay in the event of death in the immediate family which shall be limited to spouse, child, or parent, including foster parent, stepmother, stepfather, or any other blood relative living under the same roof as the employee.

Employees shall be allowed \_\_\_\_ days (or shifts) compassionate leave with pay in the event of death in the immediate family which shall be defined as mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister, or brother.

In addition, necessary time off for travel purposes shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted.

Provided below are three sample compassionate leave clauses:

■ Clause 1:

The City agrees to provide each employee of the Union, compassionate leave as follows:

1. \_\_\_\_ calendar days compassionate leave for the employee for the death of the spouse of the employee.
2. \_\_\_\_ calendar days compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse.
3. \_\_\_\_ calendar days compassionate leave for the employee for the death of the son, daughter, sister or brother of the employee.
4. \_\_\_\_ calendar days compassionate leave for the death of the son or daughter of the employee's spouse.
5. \_\_\_\_ calendar days compassionate leave for the death of a person who has been placed by authority of law under the care of the employee as guardian.
6. \_\_\_\_ calendar days compassionate leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee, provided such person resided in the employee's immediate household at the time of death. Such compassionate leave shall not be available for the death of such stepfather, stepmother of the employee's spouse.
7. \_\_\_\_ calendar day compassionate leave for the death of the brother or sister of the employee's spouse.
8. \_\_\_\_ calendar day compassionate leave for the death of the blood aunt or blood uncle of the employee. Such compassionate leave shall not be available for the death of the blood aunt or blood uncle of the employee's spouse.
9. \_\_\_\_ calendar day compassionate leave for the death of the grandmother, grandfather, grandson or granddaughter of the employee or of the employee's spouse.

It is agreed that an employee taking compassionate leave on a holiday shall be entitled to holiday compensation as provided in this Agreement.

■ **Clause 2:**

An employee shall be granted reasonable leave without loss of pay, in the event of a death in his/her immediate family. Immediate family shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and common-law spouse.

Compassionate leave may be granted, with pay, at the sole discretion of the Fire Chief or his/her designate.

■ **Clause 3:**

In the event of the death of a mother, father, legal guardian, step-children, step-parents, spouse, or child of the employee, such employee will be entitled to a leave of absence with pay from and including the day of death and including the day of the funeral. In the event of the death of a brother, sister, father-in-law, mother-in-law, grandparent or grandchild, the employee will be entitled to a leave of absence with pay for the day of such death and the day of the funeral (up to \_\_\_\_ days), whether such employee be working on a day or night shift. The Fire Chief or Deputy Chief may grant an additional leave of absence in the event of the death of any of the aforementioned classes of persons, not exceeding \_\_\_\_ days, in cases involving extensive travel out of town.

**Court Leave:**

Court leave clauses require an Employer to pay for time an employee spends in court.

**Model contract language:**

**The Employer shall grant leave with pay to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness.**

Provided below are three sample court leave clauses:

■ **Clause 1:**

Any Fire Fighter on duty, or on vacation, or on a day off, who attends as a witness for the Commonwealth in a criminal matter in any case pending in the District Court, Juvenile Court, or in a Superior Court, or before any Grand Jury proceedings, shall be allowed time off from duty or shall be paid therefore if not on duty. When appearing as a witness, a minimum of \_\_\_\_ hours shall be allowed, but when appearing only to sign a complaint, etc., the present practice of \_\_\_\_ hour shall be allowed. The rate of pay for court time shall be at time and one-half (1 1/2) rate. This Article also is applicable to civil court matters relating to Fire Department affairs providing the Employer is a participant in such matters.

■ **Clause 2:**

Members shall be excused for all judicial duties without any loss of pay only when job connected. Unless an employee is required to serve, and does in fact serve, jury duty on a regularly scheduled working day, he/she shall receive his/her regular pay less the jury fees that he/she receives. Off-duty employees shall be compensated for hearings, inquests, trials, etc., when job connected, receiving a minimum of \_\_\_\_ hours per day.

■ **Clause 3:**

If an employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours such employee shall be compensated for the time actually worked in accordance with this Article, and one hour of travel time.

**Educational Leave:**

Educational leave clauses ensure continuation of pay while on leave to attend conferences, seminars and other instruction which will improve, maintain or upgrade the individual's certifications, skill and professional ability.

**Model contract language:**

**Employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability.**

Provided below are three sample educational leave clauses:

■ **Clause 1:**

Employees shall be granted time off with pay to attend education conferences, seminars, or other functions of a similar nature to improve or upgrade the employees' skill and professional ability in the fire service. Educational opportunities shall be classified as mandatory (i.e., education that is a condition of employment), or optional. (Aurora, IL - Local 99)

■ **Clause 2:**

A. Employees may be granted leave to attend courses at the high school, vocational school, or college. Requests for leave will be judged on the basis of job performance and the Department work load. Such leave will not be granted if the course is offered during an employee's regular non-duty hours.

B. Employees required by the City to attend educational or instructional courses shall be paid their regular rate of pay for the hours spent in attendance and such time shall be considered time worked. It is understood that whole shifts may be rescheduled subject to a minimum of \_\_\_\_ hours prior notice to the Fire Fighter.

Any time required by the City which is less than a complete shift will not be subject to rescheduling but will be considered time worked for the purposes of computing overtime.

C. The existing policies regarding laws, mileage, and/or per diem for courses offered outside the City shall remain in full force and effect for the duration of the Agreement.

D. Fire fighters who are required to attend educational or instructional courses during their regularly scheduled days off shall have proportionate days off rescheduled prior to attendance.

■ **Clause 3:**

All employees covered by this Agreement, who are ordered to attend off-duty courses by the Fire Department shall be paid

as provided for in the Overtime Article of the Agreement for all time spent in attendance.

#### **Jury Duty:**

Leave for jury duty clauses ensure that no compensation will be lost due to jury duty.

#### **Model contract language:**

**An employee required to be available for jury selection or service shall receive his/her regular daily wage for each day which would have been worked but for such jury participation.**

Provided below are three sample jury duty clauses:

##### **■ Clause 1:**

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the Court to the City Treasurer's Office, less any amount included for travel allowance or expense reimbursement. Such time off shall be counted as time on duty.

##### **■ Clause 2:**

With permission of the Fire Chief or his/her designee, a member of this unit who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such report is impractical or would cause the member to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the fire-fighter may be released up to one hour prior to the shifts end, if necessary, to assure timely attendance at jury duty. Fire fighters shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

##### **■ Clause 3:**

Each employee shall be paid his/her full wages for a period of jury service provided that he/she shall deposit with the Corporation Treasurer, the full amount of compensation, less traveling, meals and other expense, received for his/her service from the Sheriff or other authorized persons. Should any employee be subpoenaed or summoned to appear as a witness in a court within the Province of \_\_\_\_\_, then the Corporation will pay the employee's full regular pay per day provided that the employee pays the employer all or any monies, less traveling, meals, and other expenses, received for such service as a witness. Pay for any time used during the employee's regular work week for travel to and from places outside the corporate limits of Metropolitan \_\_\_\_\_ will not be recognized.

#### **Maternity Leave:**

Maternity leave clauses guarantee an employee's job, seniority and benefits will be maintained for the time unable to work due to pregnancy.

#### **Model contract language:**

**Every employee who becomes pregnant shall be granted a leave of absence without pay commencing at any time during her term of pregnancy and ending not later than fifty-two (52) weeks after the date of termination of her pregnancy. The employee shall**

**continue to accumulate seniority and be entitled to medical benefits as prescribed by the Agreement during her leave.**

Provided below are three sample maternity leave provisions:

##### **■ Clause 1:**

Section 1. Pregnancy leave shall only be authorized for periods when the employee is unable to perform her regularly assigned duties due to pregnancy disability or medical complications arising out of pregnancy. Such leave shall require prior approval of the Fire Chief or his/her designee and may not be utilized for child rearing purposes.

Section 2. The employee must comply with the City's request for information concerning the status of the pregnancy disability and the anticipated date that she will be able to return to work. The Personnel Director may require further determination of physical fitness by a physician or physicians designated by the Personnel Director. Such additional medical examinations shall be at no expense to the employee. An employee returning to work after such leave shall maintain seniority or other benefits as provided in this Agreement.

Section 3. In the event there is a difference of opinion between the physician designated by the Personnel Director and the employee's physician regarding the employee's physical fitness to perform the work in which employed, a third physician shall be designated by the City's and employee's physicians, whose decision shall be final and binding.

Section 4. When submitting a request for pregnancy leave, the employee shall designate the number of paid hours (sick, vacation, compensatory leave, or any combination thereof) she wishes to bank for future use. With the exception of banked paid leave, the employee must utilize all paid leave before going on unpaid pregnancy leave. Once the employee goes on approved unpaid leave, the banked paid leave shall not be utilized until the employee's return to work. Nothing in this Section shall limit the Fire Chief's or designee's sole discretion to permit the disabled employee to utilize her banked paid leave for an unforeseen medical circumstance or emergency. Requests for donated leave must disclose the amount of sick, vacation, and compensatory time the employee has banked.

In the absence of a physician's statement certifying that the employee is disabled due to conditions arising out of pregnancy, the employee shall be considered fit for duty and will be expected to be able to return to duty beginning the ninety-first (91st) calendar day following the date of delivery.

##### **■ Clause 2:**

Section 1. Any employee covered by this Agreement shall be entitled to take unpaid maternity leave for a period not to exceed \_\_\_\_ months, commencing no later than the day of birth. An employee who becomes pregnant shall furnish the City with a statement from the employee's physician stating the approximate date of delivery. Any requests for maternity leave shall be in

writing to the Fire Chief and the Civil Service Commission, with copy of the physician's statement, stating the dates that such maternity leave is to commence and terminate.

Section 2. Any employee taking a maternity leave under these maternity leave provisions shall be eligible, during the period of disability resulting from pregnancy, to receive paid maternity leave benefits for a period of up to \_\_\_\_ calendar weeks following the birth.

Section 3. Any employee receiving maternity leave pursuant to these maternity leave provisions, is entitled to paid or unpaid maternity leave benefits in excess of the above limits, before or after the day of birth, provided such employee's physician certifies to the City that an extension of maternity leave is necessary for reasons of the employee's health. The City may, in the event of a request for extended benefits, require an additional opinion from a doctor designated by the City.

■ Clause 3:

Maternity/Paternity Leave. The employee shall be granted \_\_\_\_\_ continuous working hours of paid maternity/paternity leave. Such leave shall be taken immediately upon relief of work. For purposes of this subsection, such leave may be also taken immediately upon the placement of the adopted child in the home. In either instance, neither a previously scheduled vacation day or Kelly Day shall be included as part of the maternity/paternity leave. A previously scheduled vacation day may be moved to an open vacation slot. If a vacation slot is not available during the calendar year, the vacation day may be scheduled as an extra slot. If the Employer determines the extra slot is not feasible, the employee shall be compensated for the vacation day.

**Military Leave:**

The law requires an Employer to grant a leave of absence for military duty. Clauses on military leave guarantee that an employee's benefits will be maintained during military duty.

**Model contract language:**

Any employee, who is a member of a reserve force of the United States, Canada, or of the State of \_\_\_\_\_ and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, Canada, or of the State of \_\_\_\_\_, shall be granted a paid leave of absence during the period of such activity but not to exceed \_\_\_\_ calendar days in any calendar year. Such paid leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

Provided below are three sample military leave clauses:

■ Clause 1:

Section 1. Leave of absence with pay may be granted to permanent employees for the purpose of attending the customary \_\_\_\_ week(s) tour of duty with either a National Guard or Reserve Unit. Employees shall be excluded from duty on presentation of their orders

and shall receive the normal rate of pay for the period of time which they are required to serve as a member of the Military Forces during this normal summer training period. Time spent in active duty for training shall not exceed \_\_\_\_ days or as specified by State law. Time absent from employment may be counted as vacation time if the employee so desires.

Section 2. Employees who enter military duty shall be reinstated to their former classification upon release by honorable discharge within \_\_\_\_ days from the date of discharge. All benefits shall accrue in accordance with applicable Federal Law and City Ordinance.

Section 3. Vacation and/or Bonus Days when approved in advance by Fire Division Personnel, may be utilized for weekend drills.

■ Clause 2:

Section 1. Employees who are duly enrolled members of the Reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed \_\_\_\_ week(s) in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from school.

Section 2. Employees who are called to duty by reason of civil disobedience, disorder or insurrection, shall be granted a leave of absence not to exceed \_\_\_\_ calendar weeks.

Section 3. Employees granted leave under Sections 1 and 2 will be entitled to payment when their military salary is less than their regular salary in an amount equal to the difference.

Section 4. The leave granted under this Section shall not be deemed a part of any leave granted or authorized by any other provisions of City Ordinances. For the purpose of determining seniority pay or salary advancement, the status of the employee shall be considered as though not interrupted by periods of military leave.

■ Clause 3:

Any employee who is a member of the organized National Guard or forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard, shall be given leave of absence with pay, after \_\_\_\_ months of employment, for attending regular encampments, training cruises, and similar training programs, not to exceed \_\_\_\_ working days per calendar year under military orders properly issued by military authorities. Such absence shall be charged against training cruises and similar training programs. Inactive duty training (IDT) weekend drills are documented by training schedules rather than orders, however, the right to time-off for training without loss of benefit applies for IDT as well as active duty training and annual training. Reservists and Guardsman shall be given the opportunity to take vacation time to fulfill their IDT requirements. Personnel shall provide the Employer with their military training schedule.



## Parental Leave (FMLA):

Parental leave clauses ensure that an employee will be able to utilize leave for the purpose of childbirth, adoption or foster care of a child. In many instances, the continuation of benefits such as health insurance while on parental leave is detailed.

Provided below are three sample parental leave clauses:

### ■ Clause 1:

The following family leave provisions shall be operative during the term of the Memorandum of Understanding:

#### A. Authorization for Leave

Up to \_\_\_\_ months of family leave shall be provided for the purpose of childbirth, adoption or foster care of a child, or serious health condition of an immediate family member, upon the request of the employee, notwithstanding any other provisions of this Memorandum of Understanding or the Administrative Code to the contrary.

An employee may take family leave if the employee himself/herself has a serious health condition (either job-related or non job-related) that makes him/her unable to perform the functions of his/her position.

Family leave shall be limited to \_\_\_\_ months during a \_\_\_\_ month period, regardless of the number of incidents. A \_\_\_\_ month period shall be measured forward from the first day of leave for each individual taking a leave. The next \_\_\_\_ month period would begin the first time family leave is taken after completion of the previous \_\_\_\_ month period.

#### B. Eligibility

1. The provisions of this Article shall apply to employees who have been employed by the City for at least \_\_\_\_ months and who have worked at least \_\_\_\_ hours during the \_\_\_\_ months immediately preceding the beginning of the leave.
2. A husband and wife who both work for the City may take leave at the same time to care for a new child by birth or adoption, or foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time normally allowed for one employee. Each employee must notify their employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the time period for which each employee is requesting leave.

#### C. Conditions

1. The start of family leave for childbirth shall normally begin on the date of birth of the child. At the employee's discretion, the start of the family leave for childbirth may be at the beginning of the period of disability that a doctor certifies is necessary.
2. The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to placement for adoption or foster care of a child if an

absence from work is required (i.e., counseling, court appearance, consultation with an attorney, physical examination, etc.)

3. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
4. The start of a personal medical leave for the employee's own serious health condition shall begin on the date requested by the employee.

A serious health condition is defined as:

- a. Incapacity or treatment with inpatient care in a hospital, hospice or residential medical facility; or
  - b. A period of incapacity requiring an absence of greater than three days involving continuing treatment or supervision by a health care provider; or
  - c. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable, or a condition that is so serious that if left untreated, would likely result in a period of incapacity of more than three days, or for prenatal care.
5. The start of leave due to a job related illness or injury that results in a serious health condition as defined in this article shall begin on the date the employee begins receiving any temporary worker's compensation benefits (either IOD or the rate provided in Labor Code) provided in accordance with Section \_\_\_\_ of the Administrative Code. An employee who meets the eligibility requirements in Section B (1) of this Article shall automatically be considered to be on family and medical leave.
  6. All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee may be permitted to take intermittent leave to take care of a family member with a serious health condition or his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position (with equivalent pay and benefits) for which the employee is qualified and that better accommodates recurring leave periods than the employee's regular position.
  7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
  8. Management has the right to verify the circumstances involving a family leave.
  9. A personal leave of absence beyond the \_\_\_\_ month family leave may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

#### D. Applicable Time Off

Employees who are granted family leave in accordance with this Article shall take time off in the following order:

## 1. Childbirth

- a. Accrued sick leave for the entire period of disability that a doctor certifies is necessary, (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
- b. Accrued vacation and compensatory time off available at the start of the leave shall be used prior to the use of time under c. and d. below.
- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this Subsection is at the employee's discretion.
- d. Unpaid leave.

## 2. Adoption, Foster Care or Family Illness

- a. Annual family illness sick leave up to \_\_\_\_ days may be used at the employee's discretion. Such leave may be taken before or after the vacation and compensatory time off described in b. below.
- b. Accrued vacation and compensatory time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c. and d. below.
- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this Subsection is at the employee's discretion.
- d. Unpaid leave.

## 3. Personal Medical Leave

- a. Accrued sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation and compensatory time off described in b. below.
- b. Accrued vacation and compensatory time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c. below.
- c. Unpaid leave.

## E. Sick Leave Rate of Pay During Family Leave

Payment for sick leave usage under D1c and D2c shall be at the regular accrued rate of 100%, 75% or 50%, as appropriate.

## F. Medical Subsidies During Family and Medical Leave

For those employees who are on family leave under the above provisions of this Article, Management shall continue the City's health and dental plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of four (4) months from the qualifying date of the family or medical leave, including the paid and unpaid portion of the leave. The employee must have enrolled in a health or dental plan authorized in accordance with this Memorandum of Understanding prior to the beginning of the leave to be eligible for such subsidy continuation.

In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment. Any employee who desires to be covered by these health subsidy continuation provisions must make the appropriate request to the Employee Benefits Office of the Personnel Department.

## G. Monitoring

Management shall maintain such records as are required to monitor the usage of family leave as defined in this Article. Such records are to be made available to the Union upon request.

## ■ Clause 2:

### Section 1. Grants of Parental Leave

A bargaining unit employee must be allowed to use up to \_\_\_\_ hours, if working a 2,496 hour work year. \_\_\_\_ hours if working a 2,184 hour work year or \_\_\_\_ hours if working a 2,080 hour work year, of any combination of sick, annual, or compensatory leave and leave without pay during any twenty-four month period to care for:

- A. A newborn child of the employee, or
- B. A newly adopted child of the employee.

### Section 2. Use of Parental Leave

All leave taken under this Section shall be consistent with established policy and procedure and:

- A. Must be used within 12 months of the birth of the child or placement with the employee for adoption.
- B. At the election of the employee, may be used on a continuing basis.
- C. With the approval of the supervisor, may be used:
  - 1. Under a method involving a reduced workday or workweek,
  - 2. On an intermittent basis, or
  - 3. Any combination thereof.
- D. May be in addition to any other leave taken under these regulations.
- E. Is subject to a \_\_\_\_ day advance notice of requirement.

F. The use of parental leave under this Section for a Family and Medical Leave Act (FMLA) purpose will be considered to be FMLA leave and count towards the FMLA entitlement of 12 weeks of leave in a leave year. However, compensatory time used as parental leave cannot be counted as FMLA leave.

G. An employee who has exhausted the parental leave provided under this Section (\_\_\_\_ to \_\_\_\_ hours in a 24-month period), may still be entitled to use up to 12 weeks of FMLA leave in a leave year in accordance with this Agreement.

### Section 3. Relation to Other Benefits

A merit system employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period.

### Section 4. Limitations on Sick Leave Usage

A. Any use of sick leave for either medical reasons or for the purpose of attending the immediate family at the time of birth or adoption of a child must be deducted from the \_\_\_\_\_ hours, as applicable.

B. Sick leave donations may not be used to cover absences occurring under this section.

#### ■ Clause 3:

The employee shall be granted special leave with pay up to a maximum of \_\_\_\_\_ working days/shifts on the occasion of the birth or adoption of a child. Under special circumstances the City may extend this period to a maximum of \_\_\_\_\_ working days/shifts.

#### Sick Leave:

Sick leave entitlements and protection for the period that the employee must be out of work are specified within the collective bargaining agreement.

#### Model contract language: [Select phrase(s)]

A. Any employee incurring a non-duty related sickness or disability shall receive sick leave with full pay. On-duty sickness or disability shall not be charged to the accumulative sick leave of the employee.

B. Employees shall earn \_\_\_\_\_ hours or days of sick leave for each month of service.

C. Employees shall accumulate sick leave without limitation.

D. Employees shall accumulate sick leave to a maximum of \_\_\_\_\_ hours or days.

E. Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of sick leave when they are permanently separated from the service by resignation, death, retirement, or discharge.

Provided below are three sample sick leave clauses:

#### ■ Clause 1:

Section 1. Each Fire Fighter shall be credited with \_\_\_\_\_ hours of sick leave monthly for each month of service for a maximum annual accumulation of \_\_\_\_\_ hours per year of sick leave. If a Fire Fighter is employed only part of a month, he/she will be credited with sick leave for the full month only if he/she started on or before or terminated

after the fifteenth (15th) day of the month. If a Fire Fighter is employed after or terminated before the fifteenth (15th) day of the month, he/she shall be credited with \_\_\_\_\_ hours of sick leave. Any unused portion of such sick leave shall be accumulated until said Fire Fighter shall have a reserve of \_\_\_\_\_ hours of sick leave.

Section 2. Any sick leave taken by a Fire Fighter with \_\_\_\_\_ hours or less of accumulated reserve shall be first charged against the current year's accumulation of sick leave to date of absence. If the current year's accumulation of sick leave is exhausted, any sick leave taken shall be charged against the Fire Fighter's accumulated reserve of sick leave.

Any sick leave taken by a Fire Fighter with more than \_\_\_\_\_ hours of accumulated reserve shall be first charged against the accumulated reserve.

Section 3. When a Fire Fighter uses sick leave due to off-duty injury or sickness, the Fire Fighter will be charged one (1) hour sick leave for each hour the Fire Fighter misses rounded to the nearest quarter hour. On February 1st each year, each Fire Fighter shall receive a written report of his/her accumulated sick leave reserve.

Section 4. On December 31st of each year, after the Fire Fighter has accumulated his/her reserve of \_\_\_\_\_ hours of sick leave, unused sick leave of a Fire Fighter for that year shall be allocated as follows:

(a) Each Fire Fighter may take unused sick leave accumulated in the previous year not to exceed \_\_\_\_\_ hours as cash payment, if approved by the Chief or his/her designated representative, to be paid at the regular rate of pay in effect at the time of payment on or before February 1st of each year.

(b) Each Fire Fighter may take all or any part of unused sick leave as vacation, if approved by the Chief or his/her designated representative. Sick leave converted to vacation may only be used in full shifts. Any sick leave not taken as vacation shall be taken as cash payment at the Fire Fighter's regular rate of pay in effect at the time of payment.

Each Fire Fighter must exercise his/her option before regular vacation and sick leave converted to vacation for the following year are selected.

Section 5. Fire Fighters who have an accumulated reserve of more than \_\_\_\_\_ hours of sick leave as of December 31, 20\_\_\_\_, will maintain that accumulated reserve balance unless used for sick leave pursuant to the provision of Section 2 above. Such Fire Fighters shall continue to be credited with sick leave pursuant to the provisions of Section 1 above. This credited sick leave shall be either paid for or taken as vacation in accordance with the provision of Section 4 above.

Section 6. At the termination of a Fire Fighter's term of service with the Fire Department for any reason, the said Fire Fighter shall receive compensation in full at his or her regular rate of pay at the time of such termination for all accumulated sick leave and vacation time due to him or her in hours at the termination of his or her service.

Section 7. Upon the death of a Fire Fighter, all monies due such Fire Fighter by reason of unpaid salary, accumulated unused vacation time, sick leave reserve or from other sources, at the time of his or her death shall be paid to his or her surviving spouse, or if there be no surviving spouse, then to the Fire Fighter's estate; provided however that if the Charter is amended the payment will be made as required by the Charter as amended.

■ Clause 2:

Section 1. Accrual of Sick Leave

All regular fulltime employees of the Fire Department shall be credited with sick leave at the rate of \_\_\_\_ hours per month or \_\_\_\_ work days per year. Unused sick leave shall be cumulative and available for future use. Sick leave accumulation shall be unlimited for fulltime employees of the Fire Department from and after May 1, 20\_\_\_. An employee who leaves the service of the City and is off the payroll for ninety (90) days (except when on lay-off) or more, loses any sick leave which may be accrued during the time of his/her employment. Should such employee be rehired within ninety (90) calendar days, he/she may receive a credit for any sick leave which he/she previously accrued.

Section 2. Conditions of Sick Leave

1. Employees of the Fire Department shall not be paid sick leave unless they notify their immediate supervisor, when able to do so, before the employee's scheduled starting time on the first day of the absence on account of sickness. If the employee's immediate supervisor cannot be reached, the Safety Department Medical Bureau is to be notified.
2. The Medical Bureau and/or the Personnel Department may require a written statement from the employee justifying the request for paid sick leave and/or a certificate from a physician verifying the nature of the claimed sickness or injury provided that such a Medical Bureau certification must be submitted for any sickness or injury extending beyond \_\_\_\_ calendar days. The validity of all medical excuses and certifications are subject to review by the Medical Bureau of the Department and if refused by the Medical Bureau, the matter shall be subject to the grievance procedure. Falsification of either a written signed statement, request for sick leave pay, or a physician's certificate may be grounds for disciplinary action, including dismissal.
3. Sick leave with pay shall be granted only for: (1) actual sickness or injury; (2) confinement by reason of a contagious disease; (3) emergency visit to a doctor or dentist for emergency medical or emergency dental care by a member of his/her immediate family; or (4) serious illness of a member or of the employee's immediate family (emergency). When sick, an employee's accumulative sick leave shall be decreased as follows:

8 hour personnel: \_\_\_\_ hours for each 8 hours off sick  
10 hour personnel: \_\_\_\_ hours for each 10 hours off sick  
24 hour personnel: \_\_\_\_ hours for each 24 hour shift off sick or  
\_\_\_\_ hours for each \_\_\_\_ hour increment.

Sick leave with pay shall not be granted for any sickness resulting from moral turpitude, intoxication or use of narcotics,

except that sick leave will be granted for treatment or rehabilitation as approved by the Director of Personnel on the same basis as granted for any other illness.

5. New employees will accumulate sick leave credit, but cannot use sick \_\_\_\_ leave until satisfactory completion of the initial probationary period of \_\_\_\_ days.

An employee found to be using a leave of absence for a purpose other than for which it was granted may result in the discharge of the employee.

6. An employee shall not be required to report to the Medical Office when returning to duty under the following conditions:

- (1) A forty (40) hour employee absent no longer than \_\_\_\_ consecutive work days with no record of absence during the previous \_\_\_\_ weeks.
- (2) A twenty-four (24) hour shift employee absent for no longer than \_\_\_\_ normally scheduled shift with no record of absence during the previous \_\_\_\_ weeks.
- (3) Any employee other than those in 1 and 2 may be requested to report to the Safety Department Medical Bureau at the discretion of the Medical Office or authorized officer of the Fire Department.

Section 3. Sick Leave Conversion

Upon retirement an employee shall have the right to convert his/her accumulated paid sick leave into a cash bonus at the rate of \_\_\_\_ day(s) pay for each \_\_\_\_ days unused accumulated sick leave. The pay rate used shall be the same \_\_\_\_ month average as used under the Police and Firefighter's Disability and Pension Fund.

Section 4. Light Duty

When a Fire Fighter is examined by the Department Medical Officer and found to be fit to return to duty in a capacity less than normally performed, he/she shall be returned to light duty provided the Department can provide appropriate light duty. Any Fire Fighter or Company Officer placed on light or restricted duty, \_\_\_\_ calendar days or more, shall work an eight (8) hour schedule, forty (40) hours per week, beginning at 0830.

Section 5. Sick Time Bank

Any employee who has used up his/her accumulated sick time and is not covered elsewhere in this Memorandum shall be eligible to apply for use of the Sick Time Bank.

The Sick Time Bank shall be funded by employees depositing \_\_\_\_ hours of sick time in the Sick Time Bank.

1. Employee soliciting pledges of sick time must agree in writing to:

- a. Repay all pledges upon return to duty.
- b. Sign appropriate letter to the Chief of Division indicating (a) above, and give copy of same to each person signing pledge.

2. Employees must solicit pledges of sick time from employees of his/her company unit, station, battalion, or bargaining unit in \_\_\_\_ hour increments.



3. Employees pledging sick time must do so by sending the appropriate form to the Fire Department Personnel Chief stating, "This \_\_\_\_ hour pledge of sick time is for use by (name of person to whom time is pledged) who has agreed to repay time as accumulated upon his/her return to payroll."
4. Pledges received will be used by reverse seniority (the most senior pledge's time repaid first).
5. Unused sick time will be refunded.
6. Sick time shall be repaid by seniority (the most senior pledgee's time repaid first).
7. Any time pledged is to be considered a donation if recipient does not return to duty.

■ Clause 3:

Section 1. Sick leave shall accrue at the rate of \_\_\_\_ hours per month with no maximum accrual amount. Sick leave shall be charged on the basis of 1 hour for each hour used.

Section 2. In the event that sick leave is required for personal illness, the employee shall notify the Battalion Chief at least one-half hour prior to his/her required starting time.

Section 3. Sick leave becomes effective upon the completion of one month's employment.

Section 4. All sick time accumulated prior to the effective date of this Agreement shall be retained by the employee.

Section 5. Sick leave shall be charged only against an employee's regular work day, and shall not be charged for absences on pre-arranged overtime work and unscheduled call-in overtime work days. Sick leave, once taken, may not be converted to vacation leave.

Section 6. Employees with a sick leave accumulation of \_\_\_\_ hours or more may convert \_\_\_\_ hours of sick leave to \_\_\_\_ hours of vacation leave once per quarter as long as no sick leave has been used during that quarter. For the purpose of this article, the first quarter starts on October 1 and ends on December 31.

Section 7. Any employee covered by this Agreement who works a full year and does not use any sick leave within that period (October 1 through September 30) will be allowed to convert an additional \_\_\_\_ hours of sick leave to \_\_\_\_ hours of vacation leave.

**Vacation Leave:**

Vacation leave benefits are specified within the collective bargaining agreement.

**Model contract language:**

(Select the appropriate phrase[s].)

A. Each employee shall be eligible for vacation with pay after (time) service with the Employer.

B. Employees shall earn vacation allowances as of their first date of employment.

C. Vacation allowance shall be earned annually based on the following schedule:

Less than ____ years	____ weeks or number of hours
Less than ____ years	____ weeks or number of hours
Less than ____ years	____ weeks or number of hours
____ years or more	____ weeks or number of hours

D. Method of Selection: Selection of vacations shall be on a seniority basis. Employees' vacation requests shall be submitted by (date) of each year and approval of such requested vacation schedules shall be received by the employee within thirty (30) calendar days thereafter. After an employee's vacation schedule has been approved, it can only be changed by mutual consent.

E. It is agreed that an employee can carry forward from year to year a maximum of \_\_\_\_ weeks vacation leave.

F. If a holiday occurs during the time in which a vacation is taken by an employee, the employee shall be granted one (1) extra day. (Describe when this time is to be taken.)

Any employee who is separated from the service (resignation, death, retirement, or discharge) shall be compensated in cash for all unused vacation leave accumulated at the regular rate of pay at the time of separation.

Provided below are three sample vacation leave clauses:

■ Clause 1:

A. To be eligible for a vacation in any calendar year during the term of this Contract an employee must have continuous service from the date of first employment with the City as set forth below, and must work during the year in which his/her vacation is scheduled.

B. Continuous service shall be broken by:

- (1) Resignation
- (2) Discharge for cause

C. Any otherwise eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during this Contract shall receive a vacation corresponding to such years of continuous service as follows:

Years of Continuous Service	Tours of Duty of Vacation
____ through ____	____
____ through ____	____
____ through ____	____
____ or more ____	____

In no event shall a vacation or vacation pay to which an employee may be entitled be carried over or accumulated from one calendar year to the next. A tour of duty shall be \_\_\_\_ consecutive scheduled workdays followed by \_\_\_\_ consecutive scheduled days off, except for employees in Fire Prevention or the Fire Academy.

#### D. Vacation Selection

- (1) Employees will determine vacation preference by drawing lots within each company. Prior to December 1 each year each employee shall submit his or her vacation preference for the following year in accordance with the Rules and Regulations of the Bureau. All vacations will start on the first day of the scheduled work tour. Vacations for those employees who fail to submit written vacation preference in accordance with this procedure shall be assigned vacation periods.
- (2) No later than January 1 of each year, notice of vacation period scheduled shall be posted. The City has final discretion to reasonably allot vacation periods throughout the calendar year and to change such allotments in order to meet the needs of the public safety.
- (3) The City will allow an employee who requests a vacation change in writing at least \_\_\_\_ hours prior to the time the employee is scheduled to begin his or her vacation to reschedule such vacation if the employee is unable to report for work because of illness or disability for three or more days immediately prior to his or her scheduled vacation and if the employee does not take his or her vacation during the scheduled period. An employee who contracts an illness or is disabled so that he or she is unable to work \_\_\_\_ hours or less prior to his or her scheduled vacation will be eligible for a vacation change upon immediate written request to the City, if the employee does not take his or her vacation during the scheduled period. Such rescheduling is limited to one tour of duty of vacation unless the illness continues.
- (4) Should an employee's scheduled vacation fall in a period during which he/she is disabled, the employee may elect to reschedule the vacation or accept pay in lieu of taking vacation time off.
- (5) An employee transferring from one company to another may retain and exercise his/her original vacation selection to the extent that the periods he/she selected are available in his/her new company. This rule will apply regardless of the time of year when the employee transfers. The availability of a vacation period will be determined solely by application of the rules governing the maximum numbers of people permitted to be on vacation at various times in the year as set forth in Memorandum no. \_\_\_\_, dated November 10, 20\_\_\_. Existing practices of rescheduling vacations when an employee leaves a unit will continue in effect and will apply in the months of July and August.

#### ■ Clause 2:

##### Section 1. Vacation Accrual.

**Non Forty-Hour Employees:** The following is a vacation accrual schedule which shall be implemented for non forty-hour employees covered by this Agreement: Employees will have accrued vacation days according to the following schedule, minus any vacation days previously borrowed.

Beginning of Probation through \_\_\_\_ years of completed service \_\_\_\_ days

Beginning \_\_\_\_ year through \_\_\_\_ year completed service \_\_\_\_ days

Beginning \_\_\_\_ year of service \_\_\_\_ days

In the future should the number of vacation days provided to

Police Officers increase, the amount of vacation days will increase to match police department schedules for department seniority, taking into account Association Business Leave hours on both sides.

**Forty-Hour Employees:** The following is a vacation accrual schedule which shall be implemented for forty-hour employees covered by this Agreement: Employees will accrue vacation days according to the following schedule, minus any vacation days previously borrowed.

Beginning of Probation through \_\_\_\_ years of completed service: \_\_\_\_ days

Beginning \_\_\_\_ year through \_\_\_\_ year completed service \_\_\_\_ days

Beginning \_\_\_\_ year of service \_\_\_\_ days

##### Section 2. Additional Vacation Hours.

In addition to the vacation accrual amounts outlined in Section \_\_\_\_ of this Article, beginning the first full pay period after \_\_\_\_\_, 20\_\_, each employee shall receive an additional \_\_\_\_ hours of vacation each fiscal year.

##### Section 3. Floating Vacation Shifts (FVS).

A. Except as provided in Section \_\_\_\_, Perfect Attendance Leave, an employee may request from his/her accrued vacation leave, up to \_\_\_\_\_ shifts. This leave is to be taken from his/her scheduled vacation.

An employee must apply in writing prior to the shift being taken. Selection will be made on a first-come, first-served basis, by log date and time entry at a location to be designated by the Division Head.

There will be a maximum of \_\_\_\_ employees allowed off on FVS per shift (\_\_\_\_ in Fire Suppression and \_\_\_\_ in EMS, and \_\_\_\_ additional FVS per year per paramedic), with the exception of holidays or the day before or after a holiday. If a person requests a floating vacation shift and is denied and the employee calls in sick for that shift, he/she must provide a physician's certificate signed by a physician upon his/her return to duty.

#### ■ Clause 3:

Fire Fighters with less than \_\_\_\_ years of service shall be entitled to \_\_\_\_ working days vacation a year which shall accrue on the basis of 26 biweekly pay periods per year. Fire Fighters with \_\_\_\_ years to \_\_\_\_ years of continuous service shall accrue \_\_\_\_ working days vacation a year which shall accrue on the basis of 26 pay periods a year. Fire Fighters with \_\_\_\_ years of continuous service or more shall accrue \_\_\_\_ working days of vacation a year which will accrue on the basis of 26 biweekly pay periods a year. For 24 hour shift Fire Fighters, \_\_\_\_ scheduled working hours shall be counted as one working day for determining the accrual of vacation leave. For those Fire Fighters scheduled to work 40 hours a week, regardless of whether worked in shifts of eight (8) hours, ten (10) hours, or such other shifts may be authorized under this Agreement, eight (8) hours shall be counted as one working day for determining the accrual of vacation leave.

##### Voting Leave:

#### ■ Clause 1:

Any employee entitled to vote in any public election shall be

afforded the necessary time off to do so, in accordance with the provisions of the \_\_\_\_\_ Statutes, or any other means that is satisfactory to the City and the Union. No employee shall receive compensation for replacing a person while voting.

Employee shall observe strictly all rules of the Fire Department relating to political activity insofar as they are applicable only to hours spent on duty.

■ Clause 2:

The Fire Chief may grant an employee leave with full pay for any absence necessary for serving on a jury, attending court as a witness under subpoena on a work-related matter or voting in an election.

Employees performing above activities on a workday must report back to their job within a reasonable time after release from their obligation above.

■ Clause 3:

Any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with the provisions of Section \_\_\_\_\_ of the \_\_\_\_\_ Statutes or by any other means that is satisfactory to the City, the Chief and the Union.

## PARITY WITH POLICE

Parity clauses acknowledge that fire fighting is regarded as more physically demanding and hazardous than police work and ensures that fire fighters are compensated at the same level as police officers.

Provided below are three sample parity clauses:

■ Clause 1:

The monthly rates paid employees covered by this Agreement shall not be less than the monthly rates paid comparable ranks of the \_\_\_\_\_ Police Department. The comparable ranks are as follows:

Fire Fighter	—	Police Officer
Fire Lieutenant	—	Police Sergeant
Fire Captain	—	Police Lieutenant
Chief Fire Officer	—	Police Captain

It is clearly understood that parity extends only to wages between the foregoing classifications of employment and that wages are those that are identified by the official City of \_\_\_\_\_ pay plan. It is further agreed and understood that parity exists exclusively with wages and does not include other terms and conditions of employment.

■ Clause 2:

The Union shall have the right to require an adjustment to equal an increase subsequently negotiated in wages or shift differential paid to the employees of the Police Department of comparable rank.

■ Clause 3:

Traditional police-fire pay parity means that the full time Police Officer and the full time Fire Fighter, whose base salaries are the same, will experience identical salary rate changes with identical effective dates throughout the fiscal year so that the total base pay of a Police Officer is equal to that of a Fire Fighter in any fiscal year covered by this Agreement. Similarly, the Fire Sergeant and Fire Engine Operator will have parity with the Police Investigator, the Fire Lieutenant has parity with the Police Sergeant, the Fire Captain with the Police Lieutenant, the Battalion Chief

with the Police Inspector, and the Chief of the Fire Department with the Police Deputy Chief - Operations.

If there is established for 20\_\_-20\_\_ by arbitration, negotiations or otherwise different compensation or cash benefits for non-civilian employees or officers of the \_\_\_\_\_ Police Department than are found in this Agreement, this Agreement shall be adjusted to conform thereto so as to maintain the traditional relationship for all corresponding ranks, of fire-police parity.

## PENSION AND RETIREMENT

Pension clauses provide specifics on pension and benefits on retirement, disability and death. Benefits outlined in the collective bargaining agreement often include retirement pension, surviving spouse pension, disability pension.

Provided below are three sample pension and retirement clauses:

■ Clause 1:

(A) Every covered employee who is at least \_\_\_\_ years of age may make application to retire after \_\_\_\_ years of continuous service and shall be eligible to collect a pension.

(B) Every covered employee less than \_\_\_\_ years of age may make application to retire after \_\_\_\_ years of continuous service and shall be eligible to collect a pension after he/she has made pension contributions (1) for \_\_\_\_ continuous years regardless of age or (2) until reaching age \_\_\_\_\_. Such pension contributions shall be determined by the annual salary the covered employee would have received if he/she had continued in active City service at the same rank which he/she held at the time he/she left City employment.

(C) Every covered employee who has served for a continuous period of \_\_\_\_ years but fewer than \_\_\_\_ years and who has reached the age of \_\_\_\_ years shall be entitled to be retired and shall be eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of his/her salary of the date of retirement.

(D) Every covered employee who has served for a continuous period of \_\_\_\_ years and who has not reached the age of \_\_\_\_ and who: (1) has contributed for \_\_\_\_ continuous years regardless of age; or (2) continues contributing until reaching the age of \_\_\_\_ shall be entitled to be retired and shall be eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of the annual salary he/she would have received if he/she had continued in active City service at the same rank which he/she held at the time he/she left City employment.

(E) Every covered employee with at least \_\_\_\_ years of continuous active service shall receive service increments for each full year of service beginning with the \_\_\_\_ up to and including the \_\_\_\_ year of continuous service at the rate of \_\_\_\_% [\_\_\_\_ percent (\_\_\_\_%) on or after January 1, 20\_\_\_\_] per year of the annual salary. The maximum number of service increments shall be \_\_\_\_\_. However, every covered employee retiring with at least \_\_\_\_ but fewer than \_\_\_\_ years of continuous service shall receive credit for \_\_\_\_ service increments.

- (1) Every covered employee may make application to retire after \_\_\_\_ years of continuous service and shall be entitled to be retired and eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of the annual salary he/she would have received if he/she had continued in City employment at the same rank he/she held at the time he/she left City employment if he/she has (1) reached the age of at least \_\_\_\_ years; or (2) makes pension payments equal to \_\_\_\_ years of service regardless of age.
- (2) Every covered employee may make application to retire after \_\_\_\_ years of continuous service and shall be entitled to be retired and eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of the annual salary he/she would have received if he/she had continued in City employment at the same rank he/she held at the time he/she left City employment if he/she has (1) reached the age of at least \_\_\_\_ years; or (2) makes pension payments equal to \_\_\_\_ years of service regardless of age.
- (3) Every covered employee regardless of age having served for a continuous period of \_\_\_\_ years shall be entitled to be retired and eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of his/her salary on the date of retirement.
- (4) Every covered employee regardless of age having served for a continuous period of \_\_\_\_ years shall be entitled to be retired and eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of his/her salary on the date of retirement.
- (5) Every covered employee regardless of age having served for a continuous period of \_\_\_\_ years shall be entitled to be retired and eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of his/her salary on the date of retirement.
- (6) Every covered employee regardless of age having served for a continuous period of \_\_\_\_ years shall be entitled to be retired and eligible for pension at the rate of \_\_\_\_% [\_\_\_\_% on or after January 1, 20\_\_\_\_] of his/her salary on the date of retirement.
- (F) Effective January 1, 20\_\_\_\_, every covered employee hired before \_\_\_\_\_, 20\_\_\_\_, shall pay into the Firefighter's Pension Fund the amount of \_\_\_\_% of base pay, longevity, holiday pay, and shift differential. \_\_\_\_% of the \_\_\_\_% shall be applied to widows' payments. Every covered employee hired after \_\_\_\_\_, 20\_\_\_\_, shall continue to pay into the Firefighter's Pension Fund the amount of \_\_\_\_% of base pay, longevity, holiday pay, and shift differential. One percent (1%) of the \_\_\_\_% shall be applied to widows' payments. Effective \_\_\_\_\_, 20\_\_\_\_ every covered employee shall pay into the Fire Pension Fund the amount of \_\_\_\_% of base pay, longevity, holiday pay, and shift differential. \_\_\_\_% of the \_\_\_\_% shall be applied to widows' payments.
- (G) Every covered employee who served in the Armed Forces of the United States subsequent to \_\_\_\_\_, 20\_\_\_\_, and who was not a member of the covered Fire Department prior to such military service, shall be entitled to have full credit for each year or fraction thereof, not to exceed \_\_\_\_ years

of such service, upon his/her payment to the Fire Pension Fund of an amount equal to that which he/she would have paid had he/she been a member during the period for which he/she desires credit, and his/her payment to such fund of an additional amount as the equivalent of the contributions of the City on account of such military service. All purchased military time shall be credited as "Active Service" for pension purposes.

#### ■ Clause 2:

##### **Pension Rights**

Except as provided in this Agreement, the City agrees not to change or diminish employee pension benefits provided by Chapters \_\_\_\_ or \_\_\_\_ of the City Charter. Employees covered by this Agreement, individually and collectively, expressly consent and agree to the changes in pension benefits specified in this Agreement even though their implementation by subsequent legislation may be considered a diminishment or impairment of annuities and other benefits within the meaning of Section \_\_\_\_ of the ERS Act.

##### **Pension Benefits**

Pension benefits for an employee covered by this Agreement who is a member of the Employees' Retirement System (ERS) shall be those benefits defined in Chapter \_\_\_\_ of the City Charter that are applicable to a fire fighter. These pension benefits shall continue unchanged during the term of this Agreement. Solely for purposes of the global pension settlement, employees who are on a medical leave of absence on \_\_\_\_\_, 20\_\_\_\_, and other like situations as mutually agreed to by the City and the Union, shall be considered to be in active service on \_\_\_\_\_, 20\_\_\_\_. Creditable service for active military service, as provided in \_\_\_\_\_, shall be extended to employees represented by the Association who participate in the combined fund and who retire on a service retirement on and after \_\_\_\_\_, 20\_\_\_\_. Effective for employees hired after the execution date of the 20\_\_\_\_-20\_\_\_\_ City-Association Agreement, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under \_\_\_\_\_ of the City Charter, in lieu of the Medical panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter \_\_\_\_ of the City Charter. In any re-examination authorized by Chapter \_\_\_\_ of the City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter \_\_\_\_ of the City Charter for reexaminations.

#### ■ Clause 3:

**Pension Benefits.** All regular sworn full-time employees shall apply for coverage in the \_\_\_\_\_ Fire Fighters Pension Fund. If the employee is accepted, an amount shall be deducted from each employee's paycheck for his/her contribution to this plan. In addition, the District shall contribute appropriate funds for each employee. The Employer agrees under \_\_\_\_\_ Pension Code, to pick up the employee's contributions under \_\_\_\_\_ of the same Code.



## PROMOTION

Promotion clauses outline standards and procedures to be utilized by management when a promotional decision is made.

Model contract language:

1. The following procedure shall govern all promotions within the Fire Department: (Choose appropriate clause[s].)

A. All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion to the positions of (specify) shall be used on: (Choose appropriate requirement[s].)

1. Length of Service \_\_\_\_\_ %
2. Written Examination \_\_\_\_\_ %
3. Oral Examination \_\_\_\_\_ %
4. Performance or Physical Test \_\_\_\_\_ %
5. Education \_\_\_\_\_ %

B. Examination material shall consist of (specify) . Text and reference materials that may be used for studying purposes will be given to employees # \_\_\_\_\_ working days prior to the examination.

C. The oral examination shall be given by a # \_\_\_\_\_ member panel consisting of (specify). Questions shall be in keeping with knowledge and requirements for the rank considered.

D. Promotional examinations shall be held (specify).

E. Announcements for promotional examinations shall be posted in each fire station # \_\_\_\_\_ days prior to the closing date for applications. Applications received after the closing date will not be considered.

F. All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for (specify).

G. If a vacancy exists, it shall be filled within # \_\_\_\_\_ work days.

H. Promotions shall be made in rank order from the top of the promotional standing list.

I. An employee shall serve a probationary period of # \_\_\_\_\_ months. If, during that period, the employee fails to perform satisfactorily the duties of the new position, he/she will be permitted to return to his/her original position without loss of seniority.

All promotions shall be made in accordance with Civil Service Rules (specify) as last amended.

Provided below are three sample promotion clauses:

### ■ Clause 1:

Section 1. Seniority in the Department shall be recognized. In making promotions up to and including the Fire Fighters 1st Class in the Department, such promotions shall be made from the permanent staff in accordance with the provisions of Section \_\_\_\_\_.

Section 2. All promotions within the Department shall be subject to a one year probationary period.

Seniority in the non-fire fighting positions will not apply as seniority in the fire fighting positions. Members transferring to other branches, other than Fire Prevention and Training, will retain their respective positions on the former division throughout the probationary period of \_\_\_\_\_. During this period, requests in writing for transfer back to their former division will be honored. Such transfer will be made without prejudice as vacancies permit in the respective divisions.

After the probationary period expires, members wishing to transfer back to their respective division will apply in writing. Such applications will be honored as vacancies permit. Such members will assume their former classification and for a period of \_\_\_\_\_ following the date of transfer will not be eligible for promotion. After the \_\_\_\_\_ period expires, the member shall assume his/her proper seniority less the time spent in the former division. Seniority in a division will be recognized for promotions within that division.

Members transferring to Fire Prevention will retain their respective positions in their former division for a period of \_\_\_\_\_. During this period, requests in writing for transfer back to their former division will be honored. Such transfer will be made without prejudice as vacancies permit in the respective division.

After the \_\_\_\_\_ period expires, members wishing to transfer back to their respective division will apply in writing. Such members will assume their former classification and for a period of \_\_\_\_\_ following the date of transfer will not be eligible for promotion. After the \_\_\_\_\_ expires, the member shall assume his/her proper seniority less the time spent in the former division.

Members transferring to the Training Division will retain the option to return at any time to the position they held in their former division. Requests in writing for transfer back to their former division will be honored without prejudice as vacancies permit. Such members will assume their former classification and for a period of \_\_\_\_\_ following the date of transfer will not be eligible for promotion. After the \_\_\_\_\_ expires, the member shall assume his/her proper seniority. The \_\_\_\_\_ waiting period shall not apply in cases where the period in the Training Division has been less than \_\_\_\_\_.

Section 3. Members shall not be transferred from shift to shift to fill a temporary vacancy. In cases where senior positions are required to be filled temporarily or where it is necessary to have a temporary assistant, firstly the senior officer, or secondly the senior member on the eligibility list on the platoon concerned shall be used to fill the vacancy.

In the event the member, in accordance with the above, is not available, firstly the next officer or secondly the

next member available on the eligibility list on the platoon concerned will be used to fill the position. The member so used shall be paid at the rate of pay for the actual time worked in the temporary position.

In the event of a temporary absence from the station of a Platoon Chief and/or Station Captain, the senior officer and/or senior member on the eligibility list at the station concerned will be used in this higher position and shall be paid at the higher rate for the actual time worked.

Section 4. The promotions above that of Fire Fighter 1st Class shall be made on the following basis:

- (a) Written examination       \_\_\_%  
Oral examination           \_\_\_%  
Practical examination       \_\_\_%  
Records                       \_\_\_%
- (b) The records shown above are to be divulged to the examination board prior to the writing of the examinations.
- (c) Examinations shall be based on the training received in the \_\_\_\_\_ Fire Department and general fire fighting procedures and supervisory ability.
- (d) To qualify, a candidate must receive a passing mark of \_\_\_% of the combined examinations outlined in Section 4(a).
- (e) Applicants who have failed to pass shall, if they elect to do so, be allowed to write the supplemental examinations as shown in Section 4(a) after expiration of \_\_\_ months. If they should fail, they must wait until the next eligibility examination is held.
- (f) For the promotion to the rank of Lieutenant an eligibility list consisting of \_\_\_ members shall be established. If the list falls below \_\_\_ people, an examination shall be held in accordance with procedures established for examinations. In filling these vacancies up to a maximum of \_\_\_ members of the Department will be allowed to write, based on their seniority and with at least \_\_\_ years service in the Fire Fighting Division.
- (g) Successful candidates shall be placed on the eligibility list in order of seniority. This includes any candidate added to the list through supplementary examinations.
- (h) Promotions from the rank of Lieutenant to Captain will be made solely on seniority on the eligibility list and passing a satisfactory medical examination. No additional examination will be required.
- (i) Where a candidate desires to write the examination but is unable to do so because of illness, accident or for compassionate reasons, the exams may be postponed at the discretion of the Board of Promotion.
- (j) Any member who is next in line for promotion, but who for any cause declines or refuses in writing to accept such promotion, shall retain his/her seniority and shall be eligible for subsequent promotions.

- (k) Persons eligible to apply for the position of Chief Training Officer will be first those who have attained the rank of Assistant Training Officer, and if no applications are received, members holding the rank of Platoon Chief shall be eligible to apply, and if no applications are received, members holding the rank of Captain in the fire fighting force shall be eligible to apply; and if no applications from Captains are received, members holding the rank of Lieutenant in the fire fighting force will be eligible to apply.

Applications for the position of Assistant Training Officer shall first be accepted from those who have attained the rank of Platoon Chief in the fire fighting force; and if no applications from Platoon Chiefs are received, members holding the rank of Captain in the fire fighting force will be eligible to apply; and if no applications are received, members holding the rank of Lieutenant in the fire fighting force will be eligible to apply.

Personnel eligible to apply for the position of Chief Fire Marshall shall be those members who have attained the position of Fire Prevention Officer III. If no applications received from members then position will be open to members holding the rank of Fire Prevention Officer II. Subsequently, if no applications are received from members holding the rank of Fire Prevention Officer II, then applications will be accepted from any member in the rank of Fire Prevention Officer I.

Personnel eligible to apply for the position of Platoon Chief shall be those members who have attained the rank of Captain in the fire fighting force. The person selected for all of the positions referred to in Section 4(k) must have a suitable personality, ability and background for the position. When applicants for these positions are assessed, it is agreed that two members appointed by Local \_\_\_ will participate in the assessment process excluding the final selection of the successful candidate.

Section 5.

- (a) The Board of Promotion shall consist of:  
\_\_\_ Employer's representatives, the Fire Chief  
\_\_\_ Captains or Lieutenants appointed by the Union
- (b) The duties of the Board of Promotion shall be to establish standard examination and examination procedures; to appoint supervisors for examinations; to determine and select successful candidates as a result of such examinations.
- (c) No member appointed to the Board of Promotion by either side shall have any direct family relationships to any candidate participating in the examinations.

Section 6.

- (a) Examination papers shall be so handled as to ensure that the candidate's identification of each examination paper is not available until they have all been marked.
- (b) Examination papers shall be handled so as to ensure strict secrecy prior to writing, and members of the Board shall keep the contents confidential.

Section 7. Each candidate shall be notified of his/her results by letter immediately after the examination schedule is completed. The eligibility list shall be posted on the Department

Notice Board \_\_\_\_ days after the examination scheduled is completed. Any candidate may review his/her results with the Board. Candidates wishing to contest the Board's ruling must do so in the \_\_\_\_ days between the completion of the schedule and the posting of the eligibility list.

Section 8. Any employee promoted to a higher rank shall act in that rank and be on probation for a period of \_\_\_\_ from the time of such promotion.

Section 9. Fire Fighter 2nd Class, 3rd Class, and 4th Class shall write annual and perform practical examinations set by the Chief or Deputy Chief, Training Officer or Assistant and \_\_\_\_ Officers appointed by the Union, and shall pass such an examination before receiving promotion to the next higher group. In the event of failure to pass such an examination, a supplemental examination shall be set within \_\_\_\_ days of the results of the first examination and failure of the supplemental examination shall mean no increment or promotion in that year but such failed candidate shall one year later be eligible to rewrite his/her promotional examinations, a passing mark of \_\_\_\_% or better is required.

■ Clause 2:

Criteria for promotion and promotional testing within the bargaining unit, excluding Fire Equipment Mechanic, shall be as follows:

**Fire Apparatus Operator**

1. All candidates must have a minimum of \_\_\_\_ years service with the Fire Department as a Fire Fighter.
2. All candidates must hold current certification by SFFR to the following standard: NFPA 1002 – Fire Apparatus Driver/Operator Professional Qualifications; General Requirements, Apparatus Equipped with and Attack or Fire Pump, and Apparatus Equipped with an Aerial Device.
3. All candidates must have a satisfactory service rating.

**Fire Captain**

1. All candidates must have a minimum of \_\_\_\_ years service with the Fire Department as a Fire Fighter, Fire Apparatus Operator, and/or Fire Inspector.
2. All candidates must either hold the rank of Fire Apparatus Operator or Fire Inspector to be eligible for promotion to Captain.
3. All candidates must hold current certification by SFFR to the following standards: NFPA 1021 – Fire Officer I, NFPA 1041- Fire Service Instructor I
4. In addition to the certifications in Section above, candidates who are Inspectors must also hold current certification by SFFR to the following standards: NFPA 1002 – Fire Apparatus Driver/Operator Professional Qualifications; General Requirements, Apparatus Equipped with an Attack or Fire Pump, and Apparatus Equipped with an Aerial Device.
5. By \_\_\_\_\_, 20\_\_\_\_, any employee seeking to promote to the position of Fire Captain must have held the rank of Fire Ap-

paratus Operator to be eligible.

6. All candidates must have a satisfactory service rating

**Fire Inspector**

1. All candidates must have a minimum of \_\_\_\_ years experience with the Fire Department as a Fire Fighter, Fire Apparatus Operator, and/or Fire Captain.
2. All candidates must hold current certification by SFFR to the following standards: NFPA 1031 – Fire Inspector I, NFPA 1033 – Fire Investigator I.
3. All candidates must have a satisfactory service rating.

D. The department will offer the following certification classes at the \_\_\_\_\_ Training Center and/or other locations in the city to candidates for promotion who do not possess necessary certifications before promotional testing is provided:

1. NFPA 1002- Fire Apparatus Driver/Operator Professional Qualifications; General Requirements, Apparatus Equipped with an Attack or Fire Pump, and Apparatus Equipped with an Aerial Device for candidates for Fire Apparatus Operator.
2. NFPA 1021- Fire Officer I for candidates for Fire Captain.
3. NFPA 1041- Fire Service Instructor I for candidates for Fire Captain.
4. NFPA 1031 – Professional Qualifications for Fire Inspector and Plan Examiner.
5. NFPA 1033 – Professional Qualifications for Fire Investigator.

Section 1. A permanent vacancy is created when the City decides to increase the work force and fill a new position(s) or when there is a termination, promotion, demotion, or discharge and the City decides to replace the previous incumbent. The City retains sole discretion in determining whether vacancies exist.

Section 2. Promotional examinations shall be conducted on a biannual basis starting in 20\_\_\_\_. However, interim examinations may be conducted if deemed necessary by management to meet the needs of the department, and upon approval of the Civil Service Board.

Section 3. Return to Former Position. During the first six months immediately following the date of promotion, the promotional employee may request to be returned to his/her former position. Requests of this nature will result in a return to the former position with the return date to be determined by the Fire Chief or his/her designee.

Holidays, vacation time, and sick leave shall not be considered a break in continuous time for purposes of this article.

Section 4. When an employee is promoted in rank, the employee shall be placed into the pay grade of the new rank commensurate with his/her years of service.

■ Clause 3:

All promotions in the Fire Bureau shall be made within the ranks of the paid members of the Fire Bureau, and shall be made by competitive examinations administered by the appropriate Civil Service Board, and, to the extent practicable, examinations shall test applicants relating to materials taken

from an approved fire service manual prescribed for use in the Fire Bureau at least \_\_\_\_ months prior to the date of examination. The final score for promotional examinations shall be determined by adding seniority points to the score from the written test. Any individual who fails to score at least \_\_\_\_% on the written examination will not be eligible for promotion. The City will interview candidates for promotion but will not utilize oral examinations as a graded component in the promotion process. Seniority points shall be determined in the following manner:

\_\_\_\_ full point(s) for each of the first \_\_\_\_ years of service and \_\_\_\_ point(s) for each year of service after \_\_\_\_ years.

Civil Service promotional examinations shall be held no less frequently than \_\_\_\_\_. To the extent practicable, a member of the Civil Service Board shall be present when written tests are being conducted, and Union shall have the right to designate a monitor to be present.

Beginning \_\_\_\_\_, 20\_\_\_\_, all promotional exams shall be given every other year rather than every year, and that the resultant promotional list shall remain in effect for \_\_\_\_ years, or until a new examination is given and a new list created, whichever occurs first. An employee shall be eligible to take promotional examinations in the month of November of the year prior to his/her eligibility. He/she shall then be eligible for promotion at any time during the years the promotional list is valid. A Lieutenant shall have at least \_\_\_\_ completed years of service, and certification as a Driver/Operator, Fire Fighter 2. A Captain shall have at least \_\_\_\_ years of service as a Lieutenant and a Battalion Chief shall have at least \_\_\_\_ completed years of service as Captain.

All eligible candidates shall be notified of the test at least \_\_\_\_ days prior to \_\_\_\_\_.

### **RANK FOR RANK OVERTIME**

A rank for rank overtime clause ensures that all overtime will be filled by an employee who is in the classification that regularly performs the work for which overtime is required.

Provided below are three sample rank for rank overtime clauses:

#### ■ Clause 1:

All overtime shall be filled by an employee holding an equal rank as the work assignment which has been vacated as a result of an absence whenever possible. The Shift Commander may give consideration to the qualifications of the employees to fill the position on said overtime list. (i.e., if a Fire Fighter has been or agreed to be temporarily upgraded to fill a Fire Apparatus Operator's work assignment, and such upgrade causes overtime as a result of an absence, that position shall be filled by a Fire Apparatus Operator).

#### ■ Clause 2:

Overtime work shall be assigned only to those employees who are within the range and/or classification that normally perform the work for which such overtime is required.

#### ■ Clause 3:

All overtime shall be worked on a rank for rank basis, if avail-

able, i.e., Fire Fighters work in Fire Fighter vacancies, Operators work in Operator vacancies, etc. Hiring rank for rank shall be suspended if this procedure would result in hiring personnel in excess of minimum staffing.

### **SALARY PROGRESSION**

#### ■ Clause 1:

##### Step Advancement in Rate of Compensation

##### Salary Steps

Step 1. Firefighter Recruit – shall be entry level step for new unit employees in the classification of Firefighter Recruit and shall be advanced to Step 1.

Step 1. Firefighter – A unit employee in the classification of Firefighter Recruit shall advance to Step 1 of Firefighter classification.

Step 2. A unit employee who receives an evaluation that meets standards or above shall receive this step after the completion of six (6) months of service in Step 1 in the same classification.

Step 3. A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 2 in the same classification.

Step 4. A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 3 in the same classification.

Step 5. A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 4 in the same classification.

Step 6. A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 5 in the same classification.

Below Standards Evaluation – a unit employee who receives an evaluation that is below standards shall not be advanced to the next step until they receive an evaluation that meets standards performance or above. Unit employees so affected shall be re-evaluated within 6 months. Any employee denied a step increase shall be notified in writing of reasons for denial.

#### ■ Clause 2:

##### Fire Fighter Rank Step Schedule

Step A. Fire Fighters, from Probation through eighteen (18) months after date of employment.

Step B. Fire Fighters, from the 19<sup>th</sup> month after date of employment through completion of 60<sup>th</sup> month after date of employment.

Step C. Fire Fighters, from the 61<sup>st</sup> month after date of employment until eligible for Fire Fighter Step D.



Step D. Fire Fighters with at least ten (10) years seniority in rank and an Associates Degree or higher or Fire Fighters with fifteen (15) years seniority in rank shall be eligible for Fire Fighter Step D.

Step E. Fire Fighters with at least fifteen (15) years seniority in rank and an Associates Degree or higher or Fire Fighters with twenty (20) years seniority in rank shall be eligible for Fire Fighter Step E.

## SECTION 125 PLAN

An IRS Code Section 125 Flexible Benefit Plan allows an employee to choose benefits that best fit their personal situation. It makes it possible for the employee to make any of the contributions to their fringe benefits on a "Pre-Tax" basis, and also, to set aside via voluntary deduction additional "Pre-Tax" dollars to pay for out-of-pocket Dependent Care and/or Medical Expenses through separate Flexible Reimbursement Spending Accounts.

The Section 125 Plan allows an employee to spend their benefit dollars for the benefits that they choose.

Provided below are two sample Section 125 clauses:

### ■ Clause 1:

Section 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

Section 2. Eligible participating bargaining unit employees will pay the full administration cost for their participation in the plan.

Section 3. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, with prior notice.

Section 4. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

Section 5. Nothing herein, nor in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article \_\_\_\_.

### ■ Clause 2:

The Town shall maintain a Section 125 Plan to which employees will be entitled to make contributions to cover the employee's proportionate share of the cost of medical, hospital, major medical and dental insurance coverage. Contributions under this Section may be made in the form of a payroll deduction authorized in accordance with the provisions of Section \_\_\_\_ of this Agreement.

## SEVERANCE PAY AT LAYOFF OR DISMISSAL

Severance pay clauses are negotiated to provide a Fire Fighter who is laid off or dismissed compensation for accrued vacation, sick leave and holiday pay. In addition, an employee may be entitled to severance pay in the form of salary for an established time frame.

### Model contract language:

An employee, after completing a probationary period of \_\_\_\_\_, shall receive severance pay at the rate of \_\_\_\_\_ months pay for each year of service, or major fraction thereof. Such severance pay shall be based on the highest monthly salary received during employment.

Provided below are three sample severance pay clauses:

### ■ Clause 1:

An employee of the Fire Department separated from the service of the Fire Department because of involuntary termination, except for employees terminated for misconduct, shall receive severance pay in addition to any other compensation that may be due him/her.

Said separated employee shall receive as severance pay \_\_\_\_\_ weeks (\_\_\_\_\_ hours) pay computed at the employee's regularly hourly rate of pay based on a \_\_\_\_\_ hour work week. An employee will be eligible for severance pay \_\_\_\_\_ months after his/her date of hire.

### ■ Clause 2:

If an employee with \_\_\_\_\_ or more continuous years of full-time employment is terminated for reasons beyond the employee's own control (e.g., reduction in force, abolishment of the position, etc.), the employee shall be paid \_\_\_\_\_ month's severance pay. An employee who terminates his employment on his/her own volition or who is terminated for disciplinary reasons shall not be paid any severance pay.

### ■ Clause 3:

Except for cause, when a permanent member of the Local is relieved of his/her position, he/she shall be given \_\_\_\_\_ days notice, or in lieu thereof, \_\_\_\_\_ month(s) pay, or any longer notice specified by the Employment Standards Code.

## SHIFT DIFFERENTIAL

Shift differential pay clauses are negotiated to compensate an employee for working non-traditional hours.

### Model contract language: [Select phrase(s)]

In addition to the established wage rates, the Employer shall pay an hourly premium of \$\_\_\_\_\_ to employees for all hours worked on shifts worked between \_\_\_\_\_ P.M. and \_\_\_\_\_ A.M.

In addition to the established wage rates, the Employer shall pay an hourly premium of \$\_\_\_\_\_ to employees for all hours worked on Saturdays and Sundays.

Provided below are three sample shift differential clauses:

■ Clause 1:

(1) Night differential shall be paid at the rate of \_\_\_\_% of the fire fighter's annual base salary plus longevity. This differential shall be paid only to fire fighters who are regularly scheduled to work rotating tours that include the \_\_\_\_ p.m. to \_\_\_\_ a.m. night tour, and only to fire fighters actually working that night tour.

(2) Payments shall be made in February and August of each year for the preceding \_\_\_\_\_ pay periods. Fire fighters who qualify for night differential pursuant to Section 1 above, for any part of a bi-weekly pay period, shall receive the night differential payment for that entire bi-weekly pay period.

(3) Night differential payments shall continue to be paid in accordance with the conditions as provided above during periods of paid absence such as: vacation, sick leave and personal leave days. During absence due to non-job-related illness or accident, night differential shall be included only at the discretion of the Commissioner of the Department, subject to review by the City Manager. During non-paid leave of absence, fire fighters shall not receive night differential payment.

■ Clause 2:

A permanent employee who works a regularly scheduled shift, which has hours, the major portion of which fall between the hours of \_\_\_\_ and \_\_\_\_ a.m. shall be paid a shift premium of \$\_\_\_\_\_ per hour for all hours worked on this shift effective January 1, 20\_\_\_\_.

■ Clause 3:

In addition to all other compensation provided, employees assigned to shifts on Sunday shall receive a shift differential of \$\_\_\_\_\_.

### **SICK LEAVE INCENTIVE**

Sick leave incentive clauses are negotiated to discourage sick leave usage and to reward those who use minimal sick leave.

Provided below are two sample sick leave incentive clauses:

■ Clause 1:

In the event that an employee uses no sick leave during a contract year, the employee shall receive from the Village the sum of \$\_\_\_\_\_ which, shall be contributed by the Village to the PEHP (Post-Employment Health Plan) plan on behalf of the employee. If the employee uses one day of sick leave the contribution shall be \$\_\_\_\_\_ and if the employee uses two days it will be \$\_\_\_\_\_.

■ Clause 2:

Any employee covered by this Agreement who works a full year and does not use any sick leave within that period will be allowed to convert an additional \_\_\_\_\_ hours of sick leave to \_\_\_\_\_ hours of vacation leave.

### **STAFFING**

Clauses on staffing are negotiated to ensure sufficient personnel are maintained on duty and available for response to alarms. In addition, staffing provisions ensure that sufficient personnel are placed on all units.

Model contract language:

Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient fire fighter personnel shall be available to provide a minimum of four (4) fire fighters and one (1) officer per unit of response. By definition, a unit is an engine company or a ladder company.

If sufficient personnel are not available to meet the minimum staffing requirements, fire fighters shall be retained or recalled on overtime.

Provided below are three sample staffing clauses:

■ Clause 1:

The City agrees to provide the following staffing levels at all times:

Each single piece Engine Company shall have a minimum of \_\_\_\_\_ line personnel.

Each Engine Company with a hose wagon shall have a minimum of \_\_\_\_\_ line personnel.

Each three piece Engine Company shall have a minimum of \_\_\_\_\_ line personnel.

Each Truck Company shall have a minimum of \_\_\_\_\_ line personnel.

Each Battalion shall have a minimum of \_\_\_\_\_ Battalion Chief or person acting in his or her capacity per shift.

At the Fire Chief's discretion, and notwithstanding the above provisions, the following vacancies need not be filled: (a) a total of \_\_\_\_\_ employees absent for four and one-half (4.5) hours or less, regardless of the reason for the absence occurring; and, (b) a maximum of \_\_\_\_\_ employees absent for four and one-half to nine (9) hours for training, as defined in Section \_\_\_\_ of the Department's Official Action Guide.

■ Clause 2:

No more than \_\_\_\_\_ Task Force Companies will be staffed with less than \_\_\_\_\_ employees during the term of this contract. Staffing of other fire suppression apparatus will continue to be \_\_\_\_\_ employees in accordance with the practices existing on the date of ratification of this Contract. For purposes of this Article, the fireboat and Engine 2 will be considered to be a single apparatus.

These provisions are not intended to affect the general rights of the City to determine staffing and the number and location of companies, except as expressly provided in this Article.

If the City intends to reduce the number of suppression companies, the Union will be notified in advance and consulted.

■ Clause 3:

A. Fire Suppression and Rescue

1. The vehicle and equipment staffing complements which are currently maintained shall continue to be maintained at those

levels (i.e., \_\_\_\_\_ members on all trucks and engines) except as set forth for the balance of this Contract term.

2. At each airport on each shift the city shall maintain \_\_\_\_\_ fire engineer(s) and \_\_\_\_\_ firefighter(s) on each crash fire apparatus and also \_\_\_\_\_ company officer(s) per shift at each airport for all crash fire apparatus; except no firefighter need to be maintained on the crash fire apparatus to which a company officer is assigned that day. These minimum staffing requirements shall not be waived under the provisions of Section 16.4D which shall not be applicable to this Section 16.4A2.
3. The number of fire companies and apparatus shall continue to be maintained at no less than those levels maintained on \_\_\_\_\_, 20\_\_\_\_ (for example, \_\_\_\_\_ engine companies, \_\_\_\_\_ truck companies, \_\_\_\_\_ squad companies, the Haz Mat Unit and the Fire Boat), as well as the number of battalions on said date.
4. The City shall continue to maintain a minimum of \_\_\_\_\_ platoon employees on duty on each of the \_\_\_\_\_ platoons at the Fire Department shops; and shall use a Firefighter as a Lieutenant when the Lieutenant is absent on his/her Platoon's scheduled work day, in which case the Firefighter will receive Lieutenant's pay.

#### B. EMS and Ambulance Staffing

Effective upon contract ratification, Emergency Medical Services and ambulances shall be staffed as follows:

1. \_\_\_\_\_ EMS Field Officer(s) per EMS District on a daily basis with a minimum of \_\_\_\_\_ EMS Field Officers on a daily basis.
2. a. \_\_\_\_\_ Paramedic and \_\_\_\_\_ Paramedic in Charge or \_\_\_\_\_ Ambulance Commander in each of \_\_\_\_\_ or more ambulances on average on a daily basis over a one week period (Monday-Sunday), but no less than \_\_\_\_\_ ambulances on a daily basis; provided that if due to exceptional circumstances on a given day \_\_\_\_\_ or more ambulances cannot be maintained in service, or if \_\_\_\_\_ or more ambulances per day by weekly average cannot be maintained in service, the Union shall be notified in either or both instances, and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition; and  
  
b. \_\_\_\_\_ EMT-B employees in each of \_\_\_\_\_ or more additional ambulances on a daily basis.
3. The EMT-B employees shall be detailed to the ambulances referenced above. The most senior EMT-B employee on each of these ambulances for the day shall be paid at the employee's next pay step and shall be in charge and responsible for any necessary documentation. It is provided that no EMT-B employee shall be detailed to any of these ambulances more than \_\_\_\_\_ of the employee's duty days in a calendar quarter (January-March, April-June, July-September, October-December).
4. When required, an EMT-P and/or an EMT-B on an ALS Engine Company shall assist on an ambulance, in which case the ALS Engine shall accompany the ambulance to the hospital.

## TUITION REIMBURSEMENT

Tuition reimbursement clauses ensure that costs associated with the employees education process are reimbursed by the Employer.

#### Model contract language:

**The Employer will reimburse all employees for any cost incurred for books, fees, and tuition upon successful completion of courses related to the fire service area and for all courses necessary to complete degrees in fire service areas.**

Provided below are three sample tuition reimbursement clauses:

##### ■ Clause 1:

The City agrees to reimburse the employees for any approved job related course upon satisfactory completion of said course. The amount of reimbursement shall be the cost to the member for each credit hour of that approved course; the cost of books, laboratory fees, parking and other related fees shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better. In order to qualify for tuition reimbursement, the course must be approved by the Fire Chief and the Human Resources Director before the course is taken.

##### ■ Clause 2:

It is the desire of the \_\_\_\_\_ Fire Department to encourage higher education of their employees in the hope that they will be better prepared to perform their ever changing and complex duties.

All regular status Fire Fighters qualify for education expense reimbursement for approved courses, budget permitting, as outlined herein.

The Department will budget and administer reimbursement for the courses through the Training Division. Expenses for tuition, books, lab fees, and applicable insurance, from any regionally accredited colleges or schools will qualify for reimbursement to a maximum of \$\_\_\_\_\_ per employee per fiscal year, provided a grade of "C" or better is achieved. The final grade report and receipts for expenses must be submitted before the processing of expense reimbursement.

It is understood that the City may advance tuition payment arrangements with individual institutions for the convenience of employees. Where advance tuition payment has been made by the City, the employee agrees to reimburse the City when a grade of incomplete, D or F is received.

All employees must register their intent to pursue continuing education during the budget planning process for the intended year of training and obtain approval on the proper department form from the Training Division Chief prior to the enrollment in classes. This is to ensure the availability of course materials and budgeted funds.

The following courses of study will be considered for expense reimbursement: Fire Science, Public Administration, Business Administration, Human Resource Management, Emergency Medical Management, Computer Science, Education, Fire Service Management, Nursing and Psychology. The Fire Chief may approve other courses of study that will enhance the ability of employees to perform their duties.

■ Clause 3:

Subject to the provisions of this Article, the District shall provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of \$\_\_\_\_\_ per fiscal year for all upper division and graduate courses and up to a maximum of \$\_\_\_\_\_ per fiscal year for all upper division and graduate courses and up to a maximum of \$\_\_\_\_\_ per fiscal year for all other courses. To qualify for reimbursement, the courses must be job related and must have been taken while the employee was off duty. Employees shall be eligible for reimbursement under this section for job-related courses, conferences, and seminars approved by the Fire Chief, which are offered by approved organizations and societies. A list of such organizations and societies shall be reviewed and approved by the Fire Chief and the Director of Human Resources.

Costs Not Covered: In terms of both time and money, the following costs are not covered by this program:

- A. Courses must be taken on the employee's own time, on compensatory time, combination leave, educational leave, or administrative leave approved in advance by the Fire Chief. Chief Officers are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost.
- B. However, costs not specifically covered in this program (including transportation, parking fees, lodging and meals) will not be paid by the District, unless such costs are incurred while attending classes approved by the Fire Chief at the National Fire Academy or the \_\_\_\_\_ State Fire Academy, up to the limits of Sec. \_\_\_\_\_.
- C. Costs for which reimbursement is received from other sources. Except that portions not covered from other sources will be paid by the District up to the maximum provided by this Article.
- D. Conventions and conferences are not covered by this reimbursement program.

The Fire Chief is responsible for the administration of this program. Applications for reimbursement should be received by the District prior to the first class session. Prior approval of the class to be taken must be obtained by the employee as a condition of reimbursement. An official record of grades and receipts must be received by the District within \_\_\_\_ days after the last class session. Reimbursement will be made to the employee within \_\_\_\_ weeks after grade cards and receipts have been received by the District. New employees, however, will not be reimbursed until they have completed \_\_\_\_\_ hours of compensable service with the District. The County Director-Human Resources may develop such forms and additional procedures which he/she deems necessary to accomplish the intent of this textbook and tuition program.

### UNIFORM ALLOWANCE

Uniform allowance clauses are negotiated to cover the cost of required uniforms and/or maintenance of uniforms.

#### Model contract language:

- A. All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good, safe condition.

- B. The Employer shall maintain all uniforms of the employees.

- C. Each employee shall receive a uniform allowance of \$\_\_\_\_\_ per year, payable (monthly, quarterly, annually, biannually, etc.).

- D. Each employee shall receive \$\_\_\_\_\_ per month for clothing maintenance.

- E. Whenever the uniform, including civilian clothing when the assigned duties require the wearing thereof, of the employee is damaged or stolen while performing those duties he/she shall be reimbursed for the full amount of the loss suffered.

Provided below are three sample uniform allowance clauses:

■ Clause 1:

All sworn members of the Fire Division, entitled to a full uniform allowance, shall be entitled to a sum of money not to exceed \$\_\_\_\_\_ per annum. This allowance shall be in addition to any compensation paid for initial uniforms or as a reimbursement for uniforms damaged in line of duty and shall be used for normal maintenance and replacement of uniforms and for the cost of laundering fire house linens borne by members stationed at fire houses. The allowance shall be paid in semi-annual installments.

Every member shall receive from the City, without cost, his/her first official uniforms, summer and winter, and two sets of fatigue uniforms and one fatigue jacket with liner. Each member shall also receive, without cost to themselves, their original personal official equipment. Upon leaving the Fire Division personal officials equipment shall be returned to the Fire Division.

Whenever the uniform, including civilian clothing when the assigned duties require the wearing thereof, or other official equipment of a member, including personal equipment used in the performance of his/her duties, is damaged or stolen while so performing those duties he/she shall be reimbursed to the extent of the loss suffered in any sum not in excess of \$\_\_\_\_\_.

In case of death, retirement, dismissal, layoff or resignation, the employee shall be paid a uniform allowance on a pro-rated basis.

■ Clause 2:

The present uniform allowance policy shall be continued, except as may be otherwise provided herein. Employees assigned to work 40 hours and 4 or 5 days per week shall be entitled to allowances for 1 set of uniforms for each work day of the week. All other employees shall be entitled to allowances for 1 set of uniforms for each work shift of their respective work periods, but not less than 3 sets. It is further provided that uniform items include duty T-shirts and other uniform items currently authorized and/or as established by mutual agreement between the Union and the respective Fire Chief.

Employees qualified to receive a uniform allowance shall be entitled to a replacement allowance of \_\_\_\_ percent of the actual item cost of a purchased uniform.

All employees who are required to use and maintain uniforms shall receive a uniform allowance of \$\_\_\_\_\_ per month. Such allowance for each fiscal year shall be paid once annually on or about June 30th of the fiscal year. If the employment of the employee com-



mences or terminates during the fiscal year, the sum paid shall be adjusted on a prorated basis. No allowance shall be payable during periods of suspension of more than \_\_\_\_ consecutive working shifts or over a period of \_\_\_\_ or more consecutive calendar days and when the employee is on Leave Without Pay for \_\_\_\_ days or more.

No employee shall be required to keep more than \_\_\_\_ complete sets of uniform clothing items (in addition to the clothing in use) in the employee's station or work base at any one time.

Except in cases of gross negligence or improper use and care on the part of the employee, the Employer shall replace personal clothing or prescription eyeglasses which are lost or damaged in the performance of the employee's duties.

The purchase and use of a full dress (formal) uniform shall not be required. If full dress (formal) uniforms are required in the future, the Employer shall furnish or fully reimburse all employees for the cost of the uniform.

The employer shall furnish a bed, mattress and a pad for each bed where appropriate. If a bed spread or cover is required by the Employer, it shall be furnished at no cost to the employee.

Employees who use beds shall provide a sheet, pillow, pillowcase and blanket for use with an assigned bed during sleeping hours. No employee shall be required to keep more than two (2) sets of such bedding in the station or work base at any one time.

The Employer shall provide suitable locker space for storage of all uniforms and equipment owned or issued to each employee. Each locker shall be equipped with a lock and the key issued to the employee to whom the locker is assigned.

#### ■ Clause 3:

A. Subject to the rules of the Fire Department, the City of \_\_\_\_\_ shall provide the original complete uniform for those members of the Fire Department required to wear a uniform and such shall remain property of the City. Thereafter, the City of \_\_\_\_\_ shall contribute 100% of the annual uniform expense of any member required to wear a uniform, but not to exceed \$\_\_\_\_\_ in 20\_\_ and \$\_\_\_\_\_ in 20\_\_. This amount may be accumulated. The maximum accumulation shall not exceed \$\_\_\_\_\_.

B. In lieu of the uniform provision provided by this Article, employees assigned to Fire Investigation shall receive a clothing allowance of \$\_\_\_\_\_ per month in 20\_\_ and \$\_\_\_\_\_ in 20\_\_.

C. The City of \_\_\_\_\_ shall replace uniform articles damaged in the performance of emergency duties.

D. Upon retirement, employees may convert up to \_\_\_\_% of unused uniform allowance to cash.

### **WORKING OUT-OF-CLASSIFICATION**

Working out-of-classification clauses provide additional compensation for work performed in a higher rank.

**Model contract language:**

**An employee who is required to accept responsibilities and**

**carry out the duties of a position or rank above that which he/she normally holds, shall be paid at the rate for that position or rank while so acting.**

Provided below are three sample working out-of-classification clauses:

#### ■ Clause 1:

- (1) Whenever any employee has been assigned to work in a higher classification other than his/her regular classification, such employee shall receive the salary called for as if he or she were permanently promoted.
- (2) Fire Fighters acting or promoted to the rank of Fire Fighter/Engineer shall be paid at the top step of Fire Fighter/Engineer's rate.
- (3) Fire Fighters or Fire Fighter/Engineers acting or promoted to the rank of Fire Captain shall be paid at the fourth (4th) step of Fire Captain's rate.
- (4) Fire Captains or Fire Inspectors acting or promoted to the rank of Assistant Fire Marshal shall be paid at the top step Assistant Fire Marshal's rate.
- (5) Fire Captain or the Assistant Fire Marshal acting or promoted to the rank of Assistant Fire Chief or person placed in charge of the Fire Prevention Division by the Fire Chief shall be paid at the third step Assistant Fire Chief's rate.

#### ■ Clause 2:

The selection of a fire fighter to work out of rank shall be governed by seniority and approved by the Chief. Fire fighters on each apparatus will be given first consideration by seniority within that company. Any fire fighter so selected shall be paid at the higher of his/her base pay or the base pay of the temporary assignment (plus his/her existing longevity increments) commencing with the effective date of assignment. Pay out of rank is only payable for hours worked.

#### ■ Clause 3:

- (1) Any person covered by this Agreement who is assigned the responsibilities and carries out the duties incidental to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting.
- (2) When acting in such higher capacity for a minimum of \_\_\_\_ days prior to vacation, such person shall receive the higher rate of pay for vacation pay. If an employee is acting and has been acting for a continuous period of \_\_\_\_ duty shifts prior to vacation or sickness, such person shall receive the higher rate of pay for vacation pay or sickness pay, whichever applicable. Increments shall be granted for acting service after the accumulation of \_\_\_\_ service in the acting rank.
- (3) Employees working flexible hours or compressed hours shall receive acting pay only for authorized leave of absence.

# Miscellaneous Language

## ADA/ADEA LANGUAGE

The generic ADA/ADEA language prepared by the IAFF and reproduced below ensures that the Employer will comply with the statutory provisions of the Americans with Disabilities Act and the Age Discrimination in Employment Act (ADEA). In complying with the provisions of ADA or ADEA the Employer will not violate the terms of the collective bargaining agreement. In addition, the language requires the Employer to notify the Union if it needs to change any policy or practice in order to comply with ADA or ADEA.

It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADA or ADEA the Employer agrees not to violate any Federal or State Statutes, Local ordinances or the terms of this Collective Bargaining Agreement [Memorandum of Understanding].

Should the Employer need to change any current policy or practice in order to comply with the provisions of ADA or ADEA, the Employer will provide to the Union \_\_\_\_ days notice of any change prior to its implementation. Such notification shall also be accompanied with appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change in a current practice or policy. (Language prepared by IAFF)

## CONTAGIOUS DISEASE

Contract language on contagious disease is negotiated to educate union members on contagious disease and to provide employees the benefit of vaccination for contagious diseases such as Hepatitis.

Provided below are three sample contagious disease clauses:

### ■ Clause 1:

It shall be presumed that any Operations Division employee who contracts Hepatitis-B or meningitis shall have contracted the disease while on duty.

The Employer shall provide a one-time immunization during the life of this Agreement for all employees who want to be immunized, as follows:

- Tetanus
- Hepatitis (Type B)
- Rubella (for females of child bearing age)

Employees who refuse to be immunized for Hepatitis-B and who later contract the disease shall not be presumed to have contracted the disease while on duty.

TB Screening - The Employer shall provide a tuberculosis screening annually for all bargaining unit employees.

### ■ Clause 2:

At the bargaining unit member's option and at no cost to the unit member, the City agrees to provide Hepatitis B inoculations to any unit member whose medical plan does not provide such immunization without cost.

Bargaining unit members who have elected to receive Hepatitis B inoculations may request a follow up examination with the City Physician to determine whether or not the inoculations were effective. Such follow up examination shall be conducted at no cost to the unit member.

### ■ Clause 3:

The City will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis and other infectious diseases. The City and the Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection.

## DRUG TESTING

The goal of a negotiated drug policy is to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel.

Provided below is the IAFF suggested drug testing policy:

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the Labor Agreement between the \_\_\_\_ Fire Department and the \_\_\_\_ Fire Fighters, Local \_\_\_\_, IAFF.

Section 1 Policy: The \_\_\_\_ Fire Department and the \_\_\_\_ Fire Fighters, Local \_\_\_\_, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within \_\_\_\_ year(s) of completing an appropriate rehabilitation program.

Section 3 Employee Testing: Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

*[This above language can be "weakened" by using reasonable suspicion definition with definable situations as follows:]*

Section 3 Employee Testing: Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$\_\_\_\_\_); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or

A pattern of abnormal conduct or erratic behavior; or

An arrest and conviction of a drug related offense; or

Information provided by reliable and credible sources that have been independently corroborated.

Section 4 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is

absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least \_\_\_\_\_ months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5 Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

- Marijuana metabolites [1] 15 ng/ml
- Cocaine metabolites [2] 150 ng/ml
- Opiates
  - Morphine 300 ng/ml
- Codeine 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines
  - Amphetamine 500 ng/ml
  - Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[2] Benzoylcegonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the \_\_\_\_\_ State Police. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation Program: Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following \_\_\_\_\_ months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the \_\_\_\_\_ month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an

E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent \_\_\_\_\_ month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

Section 11. Duty assignment after treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and \_\_\_\_\_ years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 13. Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. Changes in Testing Procedures: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing



procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

**Section 15. Conflict with Other Laws:** This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

**Consent and Release Form for Drug/Alcohol Test Program:**

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within \_\_\_\_ years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

\_\_\_\_\_  
Printed or typed name of employee

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

## EMPLOYEE ASSISTANCE PROGRAM

Employee assistance program clauses are negotiated to provide assistance to an employee or a member of an employee's family with problems such as: substance dependency, mental or emotional distress and marital problems.

Provided below are three sample employee assistance program clauses:

■ **Clause 1:**

The City of \_\_\_\_\_, the \_\_\_\_\_ Fire Department and Local \_\_\_\_\_ recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions, that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems may involve substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or familial problems; or financial or legal problems.

Management and the Union support an Employee Assistance Program to aid in identifying such problems and to provide appropriate referral to a resource able to successfully treat the identified problem. In accordance with the terms and conditions of the Agreement between the parties concerning an EAP, the City agrees to provide funds to the EAP the Union has established. These funds are to be used (1) to train EAP Committee members to identify the source of personal problems of an employee or members of the employee's family, (2) to identify such problems, (3) to refer an employee or member of the employee's family to appropriate agencies for the treatment of those problems, and (4) to pay operating and administrative costs associated with carrying out these functions. Funds may also be expended to assist the Fire Department in training staff and supervisors concerning the operation of the EAP, and the identification of personal problems.

During each of the 20\_\_-\_\_ and 20\_\_-\_\_ fiscal years, the City shall pay \$\_\_\_\_\_ to the EAP in four equal installments of \$\_\_\_\_\_.

The above payments to be made by the City during the term of the Memorandum of Understanding shall constitute the City's total commitment to the EAP for the Fire Fighter and Fire Captain bargaining units.

The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including cost of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the EAP.

■ **Clause 2:**

The Employer shall request all recruits to bring their families with them to Employee Assistance Program (E.A.P.) orientation classes at the training academy.

E.A.P. counselors shall not release any information regarding an employee's personal, emotional, or health problems to anyone without the written permission of the employee, except as provided by law.

The E.A.P. staff shall not provide anyone with the name of any employee, family member, or dependent who uses E.A.P. services, without the written permission of the employee, except as provided by law.

Whenever the Employer determines that it will consider entrance into the E.A.P. as part of any disciplinary action, the Union will be advised so that it may participate and advise the employee at the conference at which the employee elects that option. If the employee elects to participate in the E.A.P. as part of any such disciplinary action, the only information about such participation which may be presented before the Civil Service Board or before any arbitrator in any subsequent proceeding will be a stipulation that the Employer has previously given the employee an opportunity to take corrective action. The fact of the employee's prior participation in the E.A.P. shall not be otherwise disclosed to the Civil Service Board or to any arbitrator, and both the Civil Service Board and any arbitrator shall be prohibited from any further inquiry beyond the stipulation.

The Employer shall appoint a part-time Fire Department Chaplain selected by Employer. The Employer shall provide the Chaplain with a pager or cell phone for his/her motor vehicle.

A committee comprised of the Director/Fire Chief, E.A.P. Director, Fire Department Chaplain, and Union President or his/her designee shall recommend to the Employer further policies which may govern the E.A.P. for the bargaining unit. The recommendation shall be advisory only. The subject matter which may be included in such recommendation may include but is not limited to:

- (a) Drug abuse
- (b) Alcohol abuse
- (c) Critical incident stress debriefing
- (d) Immediate family loss counseling
- (e) Financial problems
- (f) Stress
- (g) Marital problems
- (h) Infectious disease exposure

■ **Clause 3:**

The Fire District and the Union recognize that an effective employee assistance program is a crucial component of the Fire District's substance policy. Accordingly, the Fire District has contracted with the \_\_\_\_\_ program to provide this service. Employees with substance abuse programs are strongly encouraged to voluntarily seek self help through the EAP. Employees with substance abuse problems who voluntarily participate or are referred to the program shall be subject to the conditions as set forth below.

The Fire District recognizes that an employee assistance program handles many problems in addition to that of substance abuse and that the EAP provides information, guidance and treatment for problems and illness on a confidential basis. The relationship between the employee and the EAP is and continues to be of a confidential nature except as specifically provided herein.

## **EXTREME WEATHER**

Extreme weather clauses are negotiated to reduce the probability of fire fighter injury or illness by prohibiting the performance of non-emergency duties during extreme weather conditions.

### **Model contract language:**

**Employees will not be required to perform non-emergency duties outdoors when elements are of extreme conditions. Extreme conditions represent temperatures equal to or below \_\_\_\_ degrees and equal to or above \_\_\_\_ degrees. In addition, such duties will not be performed under conditions of rain, snow or extreme winds.**

**Further, indoor non-emergency duties will not be required when the extreme temperature conditions are present and there is an absence of indoor controlled temperature (i.e., air conditioning and heating).**

Provided below are three sample extreme weather clauses:

■ **Clause 1:**

There will be no outside activity when the summer temperature exceeds \_\_\_\_ degrees or the humidity exceeds \_\_\_\_ percent, and when the winter temperature is less than \_\_\_\_ degrees or the wind chill factor\* is less than \_\_\_\_ degrees.

\* Wind chill factor shall be determined by average wind speed deducted from temperature.

Outside activity shall include multi-company drills, field apparatus inspections, and company training and evaluations, but shall not include building inspections, public assemblies or other inspections of a similar nature.

■ **Clause 2:**

The Department and the Union agree to mutually establish guidelines and rules covering outside training including specifically tower drills and hose testing and other outside non emergency duties during extreme weather conditions. Extreme weather conditions will be defined to be temperatures of \_\_\_\_ degrees Fahrenheit or higher or below \_\_\_\_ degrees Fahrenheit, or \_\_\_\_ degrees Fahrenheit wind-chill, including moderate to heavy rain, thunderstorms, sleet or snow. Equivalent heat index will also be considered. Where testing or evaluations are necessary during extreme weather conditions, every reasonable precaution will be taken to limit the duration of such testing or evaluation.

■ **Clause 3:**

(a) Training and inspections are a regular and normal part of the duties of employees in the bargaining unit. However, fire fighting units will not be required to engage in certain activities under the conditions set forth below:

(1) Fire fighting units shall not be required to make routine fire hydrant inspections or engage in training activities where such inspections or training will require them to get wet when the outside temperature is below \_\_\_\_ degrees Fahrenheit or above \_\_\_\_ degrees Fahrenheit.

(2) Outside training activities will not be required of fire fight-

ing units during periods of precipitation at the training site or when the temperature is below \_\_\_\_ degrees Fahrenheit or above \_\_\_\_ degrees Fahrenheit.

- (3) Routine inspections will be deferred during periods of the day when the temperature is above \_\_\_\_ degrees Fahrenheit or below \_\_\_\_ degrees Fahrenheit if it is reasonably possible and does not interfere with the mission of the department.
- (b) The above temperature limitations may be suspended by the Fire Director when temperatures above or below the designated limits continue for an unusually long period of time or when the mission of the Fire Department would be impaired by a continued suspension of training or inspection activity. The temperatures mentioned above are official National Weather Service outside temperatures recorded at the \_\_\_\_\_ Downtown Airport.

### HEALTH AND SAFETY COMMITTEES

This clause is negotiated to provide local union participation in processes such as: inspection of fire department facilities and investigation of accidents, deaths, injuries and illnesses of fire fighters. The objective of this type of clause is to ensure a safe work environment. In addition, many health and safety committee clauses also require any unresolved issues to be subject to the grievance procedure.

#### Model contract language:

There shall be a joint safety and health committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union.

#### The joint committee shall:

1. Meet at least once each month at established dates.
2. Make periodic inspections of fire department facilities and apparatus, protective equipment, protective clothing and devices to review work methods and conditions, including training procedures at least once every \_\_\_\_ months.
3. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations shall be forwarded to the fire department officials responsible for providing a safe and healthy workplace and include a target date for abatement of the hazardous conditions or unsafe work practice.
4. Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting.
5. Review and analyze all reports of accidents, deaths, injuries and illnesses. Make immediate and detailed investigation of each accident, death or injury to determine fundamental cause. Make written recommendations that include a date of implementation to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Review and make written recommendations on the care and treatment of injured fire fighters so that a standardized medical protocol can be initiated with medical facilities that

are designed to treat fire fighters on an emergency basis. In carrying this review of medical care and treatment, the confidentiality of any individual's medical records shall not be violated by the Committee.

7. Review and make written recommendations during the development of a systematic medical testing program for potential work-related illnesses or disabilities by the fire department. Review and make written recommendations of the systematic testing program \_\_\_\_ months after the establishment of such program and every \_\_\_\_ months thereafter. In carrying out this review of the fire department's medical testing program, the confidentiality of any individual's medical records shall not be violated by the Committee.

Copies of all records and reports, including all reports required by any governmental agency, under any applicable federal, state or provincial safety and health law, shall be made available upon request to each member of the safety and health committee.

The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The committee's union representatives at their own request shall have the right to call on such experts and authorities, including representatives from the International Union, to make such examinations, investigations and recommendations as shall be reasonably connected with the purpose of the committee.

The Employer shall pay Union members of the committee at their regular rate for all time spent on committee business, including time spent in inspections, handling of safety problems, accompanying inspectors and in meetings or training seminars related to safety and health.

#### Additional Optional Clause:

The committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure. All disputes and disagreements arising under the safety and health clause of this Agreement shall be referred to the safety and health committee, but if not disposed of by the safety and health committee within \_\_\_\_ days, shall be subject to the grievance procedure and shall be introduced at a level immediately preceding arbitration.

Provided below are three sample health and safety committee clauses:

#### ■ Clause 1:

- (1) The City shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws and regulations. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.
- (2) A Safety Committee shall be established and composed of \_\_\_\_ members; \_\_\_\_ members to be designated by the City Manager and \_\_\_\_ members to be designated by the Union. The \_\_\_\_ member shall be the City of \_\_\_\_\_ Safety Officer who shall be the Chairman of the Safety Committee. The Safety Committee shall meet not less than once each quar-

ter, or more frequently if requested by the Chairman or a majority of the Committee. The Safety Committee shall review the safety standards and procedures for the Fire Department and shall report to the parties at least quarterly with such recommendations it deems proper. The Department will promptly respond in writing to any formal, written recommendations of the Committee.

- (3) Safety issues which employees wish to submit to the Committee must be submitted in writing, via a committee member, on a form provided by the Department. The employee shall indicate the nature of the problem, any known safety standards that are applicable, and a proposed solution to the problem.

■ Clause 2:

The Employer will establish an internal occupational safety committee to which the Union will appoint \_\_\_\_ members from the fire fighters-Captains bargaining unit and a member from the Fire Chiefs bargaining unit. The Union will notify the Employer of their assigned representatives, including any changes during the life of this Agreement. With prior notice to all members, the Safety Committee shall meet from time to time to research, develop and make recommendations to reduce and eliminate the most frequent and costly occupational injuries and to study and review matters relating to health and safety equipment. Committee recommendations shall be furnished in writing to the Director/Fire Chief and to the IAFF. Such recommendations may provide the basis for improvements in safety practices, procedures, and equipment.

■ Clause 3:

- (A) It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

- (B) The Employer and the Union shall each appoint \_\_\_\_ members to the Joint Occupational Safety and Health Committee. This Committee will meet at least quarterly and discuss safety and health conditions. Said meetings shall be on the first Monday of February, May, August and November.

1. The Joint Occupational Safety and Health Committee will investigate serious injury or death to determine the fundamental causes, consistent with the Fire Department accident review policy.
2. The Joint Occupational Safety and Health Committee will schedule annual inspections of Fire Department facilities, apparatus, protective equipment, protective apparel or devices. The Joint Occupational Safety and Health Committee and/or its designee will complete inspection report form(s) and will make recommendations for correction and/or improvement including target date(s) for abatement of any hazardous conditions.
3. The Employer and the Office of Safety and Risk Management will work jointly with the Joint Occupational Safety and Health Committee members in reference to concerns regarding safety and health of its Employees.

4. The Office of Safety and Risk Management will administer OSHA training to conduct facility inspection to the Joint Occupational Safety and Health Committee.

- (C) The Employer will continue to develop policies and procedures in accordance with the various state and federal regulations and/or mandates.

1. The Employer will continue to review reasonable Guidelines and recommendations from the NFPA.
2. The Joint Occupational Safety and Health Committee will continue to make recommendations concerning the care and treatment of injured Employees so that a standardized medical protocol can be initiated to treat Employees on an emergency basis.
3. The Employer shall continue to use and mandate the use and provision of Coast Guard approved personal flotation devices in all water-related activities.

- (D) The Employer will continue to make reasonable provisions for the safety and health of the Employees and will continue to furnish Personal Protective Equipment (PPE) in accordance with the (insert State) OSHA Standard(s).

1. The Employer will continue to encourage the participation of the Joint Occupational Safety and Health Committee in submitting reasonable recommendations in reference to Personal Protective Equipment (PPE) and related equipment.
2. The Committee will recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.

- (E) The City of \_\_\_\_\_ Safety and Risk Management Office will meet with the Joint Occupational Safety and Health Committee to review (insert State) OSHA 200 Log Report, quarterly Workers Compensation Reports, Facility Inspection Reports, Industrial Hygienist Reports, Quarterly Loss Control Reports, Regulatory Standards, Vehicle Accident Reports, and other health and safety related reports to review and analyze all reports of accidents, deaths, injuries and illness, and investigate and recommend rules and procedures for the promotion of health and safety of the Employees. Copies of all such reports shall be provided upon request unless prohibited by law. The Employer shall immediately notify the Union of any injury or accident requiring hospital treatment.

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- (F) The Employer will continue to make reasonable provisions for the safety and health of the Employees by providing medical screening in accordance with the various federal and state regulatory standards including but not limited to Blood Borne Pathogens, Hearing Conservation, and Respiratory Clearance; and to develop data to indicate accident sources and injury rates in a uniform reporting procedure.

- (G) The Joint Occupational Safety and Health Committee members will be granted reasonable time off with pay when meeting with management and for any inspection or investigation of safety or health problems in the Fire Department.



1. The Employer will grant reasonable time off with pay for inspections and/or special investigations by the Committee members.

2. The Committee and/or its designees will complete a written report of inspections and/or investigations in a timely manner.

(H) The Employer may provide clerical assistance to the Joint Occupational Safety and Health Committee in the preparation of Committee meeting minutes, reports of inspections and/or investigations.

1. The Joint Occupational Safety and Health Committee will elect a recording secretary from its membership.

2. The Joint Occupational Safety and Health Committee minutes must be reviewed and approved by the Committee by the next Committee meeting.

3. Minutes of the Joint Occupational Safety and Health Committee will be readily available for review by each Committee member, the Fire Chief, and the City of \_\_\_\_\_ Safety and Risk Management Office.

(I) The Employer will not restrict the Joint Occupational Safety and Health Committee members from any Fire Department facility and equipment, when the Committee is investigating health and safety conditions.

(J) The Joint Occupational Safety and Health Committee will continue to promote safety and health programs throughout the Fire Department.

(K) The Employer and the Union will promote safety and first aid training for Committee members and fire fighters and will begin to develop a Joint Occupational Fire and Safety Newsletter.

1. The Employer will continue to make reasonable provisions for Safety Education and Training programs in accordance with federal and/or state regulations or mandates.

2. The Employer will continue to build joint partnership training programs with the public and private sectors.

3. The Employer will continue to enhance its training programs for all levels of management, fire suppression, emergency medical services, and special operation units.

4. The Employer will provide an ALS unit with staffing during live fire training, field training for confined space rescue, high angle line rescue, building collapse, dive team training, hazardous materials team training and swiftwater rescue team training. Trainees who are ALS members shall be counted as filling ALS staffing.

5. The Employer will continue to implement specialized training including but not limited to the following programs;

a. Master Fire Fighter Hazardous Materials

b. State of \_\_\_\_\_ River Rescue Instructors Certification

c. State of \_\_\_\_\_ River Rescue School Certification

d. Basic Emergency Rescue Technicians Trench Rescue

e. Confined Space Rescue

f. High Angle Line Rescue

g. Building Collapse

h. Incident Command

i. C.P.R. Re-Certification

j. Hazmat First Responder

k. Rookie School

l. Emergency Vehicle Operation State Certification

m. Self Contained Breathing Apparatus and Personal Alert Safety System Devices

n. New Firefighter

o. Annual Hose Testing

p. Dive Team Training

q. Swiftwater Rescue

The Employer shall provide for the rest and rehabilitation of Employees operating at training sessions where the Employees are exposed to temperature extremes, inclement weather, or when the members must perform physically demanding tasks.

(L) The Employer will continue to develop new training programs during the duration of this Contract and will seek the recommendations of the Joint Occupational Safety and Health Committee.

(M) The Employer and the Union will continue to develop a comprehensive Occupational Health and Wellness Program during the term of this Contract with the Labor/Management Committee being responsible for making all such recommendations. The Employer and the Union will incorporate various resources, such as information and guidance from a licensed physician with expertise in the area of occupational safety and health, as they relate to emergency service.

(N) The Employer will continue to conduct service testing in accordance with the various state and federal regulations and/or mandates.

1. All fire pumps or apparatus shall be service tested in accordance with the applicable requirements of NFPA 1911, Standards for Service Tests of Pumps on Fire Department Apparatus.

2. All aerial devices shall be inspected and service tested in accordance with the applicable requirements of NFPA 1914, Standard for Testing Fire Department Aerial Devices.

3. All ground ladders shall be inspected and service tested in accordance with the applicable requirements of NFPA 1932, Standard on Use, Maintenance, and Service Testing of Fire Department Ground Ladders.

4. All fire hose shall be inspected and service tested in accordance with the applicable requirements of NFPA 1962, Standard for the Care, Use and Maintenance of Fire Hose Including Couplings and Nozzles.

5. All fire extinguishers shall be inspected and tested in accordance with the applicable requirements of NFPA 10, Standard for Portable Fire Extinguishers.

(O) The City agrees to repair reasonably and promptly any safety hazards, health hazards or Code violations in its facilities.

(P) All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustments under the grievance procedure. Any such grievance shall be investigated and when filed by the Union in accordance with Article \_\_\_\_ of this Agreement shall be introduced at a level immediately preceding the Board of Public Safety.

The City shall make available, no later than \_\_\_\_\_, all training necessary to enable all present Employees to achieve First Class Firefighter status pursuant to the State Fire Marshal's Office.

In the interest of furthering the promotion and maintenance of the highest standards of safety and health, all sworn members shall be evaluated annually on a standardized form which shall address a yearly physical which may include but not be limited to: a basic exam, blood work, chest x-ray, hearing examination, pulmonary function test, EKG, vision test and a cardiac stress test.

### **IAFF FINANCIAL CORPORATION**

The IAFF Financial Corporation (IAFF-FC) is a for-profit corporation whose only shareholder is the International Association of Fire Fighters. The IAFF-FC provides numerous financial services, insurance protection products, and home mortgage programs, all with competitive pricing.

The following is a sample clause referencing the IAFF Financial Corporation.

#### **■ Clause 1:**

Savings Plan. The City will offer to all members of the bargaining unit, a deferred compensation plan through the IAFF Financial Corporation called the Frontline deferred compensation plan at no cost to the member of the Local.

### **LABOR/MANAGEMENT COMMITTEES**

Labor/Management committees are established to provide a forum for the Union and the Employer to discuss and resolve problems on an on-going basis.

#### **Model contract language:**

There shall be a labor-management committee consisting of # \_\_\_\_\_ Union representatives and # \_\_\_\_\_ Employer representatives. The Committee shall meet on request of either party and at least once a month to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Union and the Employer.

Provided below are three sample labor/management committee clauses:

#### **■ Clause 1:**

(A) There shall be a Labor-Management Committee consisting of \_\_\_\_ representatives of the Union and \_\_\_\_ representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedules or duties.

(B) The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.

(C) The Chairmanship of the Committee shall be rotated amongst the members. The members shall, in advance of a meeting, provide the Meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

(D) Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.

(E) The Committee may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters.

(F) The Committee may, if it deems proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.

(G) Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

(H) It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided in this Section.

(I) The City will provide to the Union the professional services of a secretary for the labor-management process. The secretary will be assigned to the community affairs division of the \_\_\_\_\_ Fire Department and will work at the direction of the Union President and the Assistant Chief of Community Affairs.

#### **■ Clause 2:**

(1) The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.

(2) The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the grievance procedure contained in this Agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

(3) The Committee shall consist of \_\_\_\_ members. The Fire Commissioner and the President of the Union shall each select \_\_\_\_ members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however, that the appointing party may remove members he/she has appointed at any time. Vacancies shall be filled by the appointing party.

(4) The Committee shall select a Chairman from among its members at each meeting. The Chairmanship of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting or at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of the minutes shall be typed and promptly distributed to all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

■ **Clause 3:**

The parties agree that there shall be a Joint Fire Fighter-City Liaison Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of \_\_\_\_ representatives from the fire fighters and \_\_\_\_ representatives from the City and shall meet upon the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least \_\_\_\_ days prior to any meetings of the Committee, each party shall deliver to the other party a Notice of the matters to be discussed at the said meeting and the matters referred to in the said Notices shall form the agenda for the said meeting.

The City agrees that prior to changing any existing or introducing any new policy, practice or procedure with respect to conditions of work, the City will first discuss the same with the Fire Fighters at a meeting of the Fire Fighter-City Liaison Committee as provided above and shall otherwise conduct itself in a fair and reasonable manner.

**LIGHT DUTY ASSIGNMENT**

Light duty assignment clauses are negotiated to provide an employee that is temporarily unable to perform fire fighting duties the option of alternative duty.

**Model contract language:**

Upon submission of medical documentation that an employee is unable to temporarily perform fire fighting duties due to an injury or illness, the Fire Department will provide, at the employee's request, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Department. The parties agree that alternative duty assignments are to be of a temporary nature, not exceeding \_\_\_\_\_ calendar days.

Once an employee has been medically certified as fit for duty, that employee will be returned to the position and unit to which the employee was assigned prior to the temporary disability, unless in the interim the employee has been promoted. (Language prepared by the International Association of Fire Fighters)

Provided below are three sample light duty assignment clauses:

■ **Clause 1:**

1. Establishment

There shall be established a maximum of \_\_\_\_ light duty positions, which positions shall not affect the minimum staffing levels of the Department. These positions shall be filled by employees whose prognosis has been determined by a physician that said employee is expected to fully recover and return to full fire fighting duties or other normal duties, subject to the provisions of the Collective Bargaining Agreement. Nothing contained herein shall be construed to entitle an employee to a light duty assignment or a specific light duty task.

2. Type of Work

The light duty positions shall be in Fire Prevention, Training Division, or other divisions of the Fire Department as selected by the Chief of the Department, assisting the Training Officer, assisting the Supply Officer and performing other similar tasks involved in the ordinary course of business of the Fire Department.

3. Hours of Work

The light duty work shall be performed on a five (5) day, eight (8) hour per day basis, Monday through Friday, during normal business hours.

4. Length of Light Duty Assignment

A person may not be assigned to light duty for longer than \_\_\_\_ months commencing on the date of his/her assignment to light duty, provided however that if a person applied for a disability pension based upon a doctor's report that the person is permanently disabled, then that person may be assigned to light duty for a period no longer than \_\_\_\_ calendar days while the prognosis on whether he/she will be returning to full firefighting or normal duties is being established. In either case, an employee shall not be assigned to light duty during the first \_\_\_\_ calendar days following the date of his/her injury on duty. All time periods for assignment to light duty shall follow this initial \_\_\_\_ calendar day period. If the person's disability pension application is denied by the Board of Public Safety based upon all medical

reports submitted to the Board, then the person shall be subject to normal light duty assignment time period.

#### 5. Employee's Eligibility for Light Duty

An employee who is injured and subsequently unable to perform his/her normal duties, may be assigned to light duty upon examination and report by a doctor, selected by the City, or, the employee's own physician, subject to the approval of the City that the person is capable of performing light duty.

#### 6. Salary

A person's salary while on light duty shall not be less than that which he/she would have received had he/she continued to perform the regular and ordinary duties assigned to him/her prior to the injury or disability.

#### 7. On-the-Job Injuries

Light duty shall first be assigned to employees who are disabled as a result of an on-the-job injury and these assignments shall be by Department wide seniority, regardless of rank, with the junior person being assigned first. Persons with on-the-job injuries, who are medically certified to be capable of light duty, must accept a light duty assignment if one is available.

#### 8. Non-Job Related Injuries

Light duty shall secondly be offered to employees who are disabled as a result of non-job related injuries and these assignments shall be by seniority. Persons with non-job related injuries who are medically certified to be capable of light duty may elect to take a light duty assignment, then he/she must serve in said assignment on a full time basis as long as he/she is medically certified and until such time that the light duty assignment is terminated pursuant to the terms of this Section or placed on the pension rolls and the employee may not choose to work light duty on a part-time basis.

#### 9. Priority Assignment

Seniority shall only apply within each classification of disabled employees and in the event that light duty has been assigned to an employee with a non-job related injury and an employee with a job related injury then becomes available for said assignment, the light duty position shall be assigned to the employee with the job related injury.

#### ■ Clause 2:

For an employee on injured-on-duty status:

1. If an attending physician agrees or recommends that an employee who has been injured on duty is able to perform limited duties, that employee will be required to work a limited duty assignment. Such assignment may be to the employee's regular assigned shift (day hours only), or employee shall become temporarily assigned to a forty (40) hour week.
2. If an employee is off on sick leave longer than \_\_\_\_\_ calendar days, and his/her attending physician recommends or agrees that said employee is able to perform limited duties, the employee may apply for, and shall be granted, temporary assignment, which assignment would be limited duty.

3. In either of the above light duty situations the assignment shall be to duties determined solely by the Department Head. It is understood by, and between the parties that such assignment may be to any work the employee is qualified to perform notwithstanding that such work may not be considered traditional Fire Fighter work and may not fall within the employee's job description. Such work assignment may be either a twenty-four hour shift or a forty hour work week (with either 5, eight-hour days or 4, ten-hour days) and may be in any City Department. If the employee is assigned to limited duty within the Fire Division, such employee shall work the hours normally worked by the Bureau to which he/she is assigned. If an employee is assigned to other City Department or Division duties, the employee may be assigned to eight hour days.

#### ■ Clause 3:

An employee who is unable to fully perform the duties of their classification because of medical reasons may be returned to work temporarily in a light duty status, with the concurrence of the Chief, when a doctor certifies that he/she can be returned to light duty and identifies the appropriate limitations for such duty.

Light duty when allowed will be allowed for a maximum of \_\_\_\_\_ days. Under extreme circumstances the Fire Chief may extend these limits. A physician's status report shall be submitted to the Fire Department's Personnel Office bi-weekly. Light duty shall not be unreasonably withheld from any employee. Employees on light duty shall not suffer a reduction of pay or benefits, with the exception of FLSA overtime and holiday pay which will only be paid if appropriate hours are worked.

### **MUTUAL AID**

Jurisdictions enter into regional mutual aid agreements that are tailored to meet specific needs, address likely threats, and make available a full range of existing resources that can be brought together quickly in times of emergency. Mutual aid clauses provide specific details on these arrangements.

The following is a sample mutual aid clause:

#### ■ Clause 1:

- a. When Mutual Aid is requested from \_\_\_\_\_ by another community or when Mutual Aid is requested by \_\_\_\_\_ from another community, the Fire Chief or designee shall evaluate the needs of the Town and may, at their discretion, order the call back of the appropriate number of additional personnel. It is understood that the Battalion Chief has no authority to recall any outside personnel unless directed by the Fire Chief or his/her designee.
- b. When there is a Mutual Aid response into \_\_\_\_\_ from another town, and such company is actively engaged in structural firefighting or if such mutual aid request lasts longer than \_\_\_\_\_ hours from the time of that mutual aid company's arrival at a \_\_\_\_\_ fire station, the Fire Chief or designee shall institute a call-back sufficient to staff a corresponding number of reserve apparatus if such reserve apparatus is available and the on-coming shift Fire Battalion Chief will be recalled.



c. When providing Mutual Aid to any town or city, and such company is actively engaged in structural firefighting, all outgoing apparatus shall be replaced with similar apparatus, if such reserve apparatus is available and if the Fire Battalion Chief is involved, the on-coming Fire Battalion Chief will be recalled.

## OUTSIDE EMPLOYMENT

Outside employment provisions ensure management that no Fire Fighter works a part-time job which conflicts with his/her position as a member of the fire service.

Provided below are two sample outside employment clauses:

### ■ Clause 1:

The City hereby gives permission to employees to obtain part-time employment, other than fire fighting work, subject to the following qualifications:

- (1) No employee shall accept employment which is in conflict with his/her position as a member of the Fire Service. No employee shall work such hours per week or engage in such physical employment as will hinder the performance of his/her duties in the department.
- (2) An employee shall notify the City as to any injuries received in said "outside employment."
- (3) The conditions above set forth shall be the criteria concerning the right to outside employment.

### ■ Clause 2:

Employees covered by this Agreement, may upon prior written application and approval by the Employer, accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Manager within thirty (30) days of effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

## PARKING

Parking clauses are negotiated to ensure that Fire Fighters have access to parking spaces either at the fire house or relatively close to the fire house. This provision is of particular importance to those Fire Fighters employed in dense urban areas.

Model contract language:

The Employer shall provide, without cost to employees on duty, adequate parking spaces adjacent to all Fire Department facilities, fire stations and work sites.

Provided below are three sample parking clauses:

### ■ Clause 1:

Employees shall be allowed to park personal vehicles in fire stations provided that there is available space and such parking does not impede normal departmental operations, as determined by the Superintendent of Fire.

Members shall not be required to use a personally owned vehicle for official Fire Department or City business.

### ■ Clause 2:

On-duty personnel may garage their privately owned vehicles on the apparatus floor where space is available each day after \_\_\_\_ hours or earlier, if approved by the House Captain. Privately owned vehicles shall not impede the movement of fire apparatus nor significantly affect personnel's access to the apparatus. Personnel who choose to garage their privately-owned vehicles on the apparatus floor do so at their own risk and the City shall not be responsible for any damage to such vehicles.

At most fire stations, everyone is able to garage their privately owned vehicles, but occasionally, circumstances might reduce the available room for privately owned vehicles; whereby, it is suggested that job seniority then determine which cars are brought in or left out. Personnel may choose to keep their privately owned vehicles outside. The House Captain has the final authority to decide which vehicles are brought in.

Once the privately-owned vehicles are brought in, either keys should be left in the ignition or in a specified place, so the vehicles can be easily moved.

Do not perform incapacitating repairs or maintenance on privately-owned vehicles while they are in the Fire Station.

Garaging privately-owned vehicles in the Fire Station is a privilege, not a right.

### ■ Clause 3:

Employees in represented classes assigned to Civic Center or adjacent work locations shall be entitled to free parking in the Civic Center garage, or a commute incentive which will be subject to meet and confer. Employees hired after \_\_\_\_\_ may initially receive a parking permit for another downtown lot, subject to availability of space at the Civic Center Garage. Light duty employees assigned to the Civic Center will receive Civic Center parking temporary permits for the duration of the light duty assignment.

## POLYGRAPHS

Contract language on polygraph testing prohibits or restricts the use of polygraph testing during the course of employment.

The following are two samples of polygraph testing language:

### ■ Clause 1:

- (A) No member shall be compelled to submit to a polygraph examination against his/her will.
- (B) No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination.

- (C) Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, “\_\_\_\_\_ (City) does not compel fire safety personnel to submit to polygraph examinations.”

■ **Clause 2: Rights of Employees**

It shall not be mandatory for the firefighter to submit to a lie-detector test, psychological stress evaluation test, or any other mechanical or physical device or test for the purpose of determining veracity.

**PRESUMPTIVE LANGUAGE**

**Presumptive Laws**

A presumptive disability law is a law that links a particular occupation with a disease or condition that has been shown to be a hazard associated with that occupation. As a result of this linkage, if an individual employed in the occupation covered by the presumption contracts a disease or condition that is specified in the presumptive law, then that disease or condition is presumed to have come from that occupation. In this case, the burden of proof shifts from the employee to the employer to demonstrate that the condition was not in fact associated with the occupation but with another cause.

In the case of fire fighters and emergency medical responders, scientific evidence has demonstrated an increased risk for heart disease, lung disease, cancer, and infectious diseases. At this time, most of the U.S. States and Canadian Provinces have some form of presumptive law that applies to fire fighters and emergency response personnel. These laws vary greatly between different states and provinces.

The following is a sample of a presumptive language clause:

■ **Clause 1:**

Notwithstanding any provision of the law to the contrary, it shall be presumed that any employee who contracts HIV, the AIDS virus, all forms of Hepatitis, Tuberculosis, or any other contractible virus has done so as the result of a work-related incident or event, provided there is an existing log or record(s) or events which support such a presumption.

It is the policy of the City, notwithstanding any provision of law to the contrary, that any condition of impairment of health caused by any disease of the heart, lungs or respiratory tract, resulting in total or partial disability or death to an employee, shall be presumed to have been suffered in the line of duty as a result of noxious fumes or poisonous gases, unless the contrary be shown by competent evidence.

The provisions of this paragraph shall apply to all employees commencing employment on or after \_\_\_\_\_, 20\_\_\_\_, provided that the employer may require that the employee successfully pass a physical examination as a condition of employment with the Department, and that any such examination fails to reveal such disease. This paragraph shall apply to employees whose date of employment precedes \_\_\_\_\_, 20\_\_\_\_, upon the filing by such employee of a statement in writing, electing that these paragraphs shall apply, certifying that said employee has not, within the twelve (12) months previous to the date of filing said statement, engaged in smoking cigarettes,

cigars, pipes or any other tobacco product, either on or off duty, and electing that the provisions of these paragraphs shall apply henceforth to said employee. Furthermore, before said election shall be deemed effective, the employer shall have the right to require by notice in writing given within fifteen (15) days of the employee's election, that the employee submit to a physical examination, which examination fails to reveal the existence of such disease.

**PRINTING AND SUPPLYING AGREEMENT**

This clause is negotiated so that employees are aware of their rights and benefits. The cost incurred by printing the agreement is negotiable.

**Model contract language:**

**This Agreement and any future Agreement shall be printed and supplied to each employee by the Employer within #\_\_\_\_\_ working days at no cost to the employee.**

Provided below are two sample printing and supplying agreement clauses:

■ **Clause 1:**

The Union may obtain copies of this Agreement from the City by reimbursing the City for their cost. The City will provide \_\_\_\_\_ copies to the local at no expense and will supply each fire station with one copy. The City shall print and publish this Memorandum of Understanding within \_\_\_\_\_ days of final approval of draft document. In addition, the City shall provide to Local \_\_\_\_\_ a copy of this Memorandum of Understanding on disk.

■ **Clause 2:**

The City shall provide all present and future employees a copy of this Agreement.

**RESIDENCY REQUIREMENTS**

Management may attempt to negotiate a clause that addresses residency requirements. If an IAFF jurisdiction does have this clause, it should be made as lenient as possible.

**Model contract language:**

**There shall be no residency requirement for employees in the classification represented by Local \_\_\_\_\_.**

Provided below are three sample residency clauses:

■ **Clause 1:**

The City and the Union agree residency within the boundaries of the City or any other areas served by the employer with emergency services shall not be required and or considered as a condition of employment.

■ **Clause 2:**

All current and future employees of the \_\_\_\_\_ Fire Department, shall as a condition of employment, maintain a bona-fide residence within a \_\_\_\_\_ mile radius. If this radius shall bisect a City or Town, that entire Town shall be considered as being within the accepted radius. It is also understood that no community outside the State of \_\_\_\_\_ shall be considered as within the accepted radius.

■ Clause 3:

All employees covered by this Agreement shall be actual residents of the City of \_\_\_\_\_.

In an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause," if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause and whether the discharge was discriminatorily based are matters for the arbitrator.

## REST PERIODS

Rest period clauses are negotiated to define the amount of time which can be spent on break, mealtime and sleeptime.

Provided below are three sample rest period clauses:

■ Clause 1:

All employees not working a \_\_\_\_\_ hour duty shift, shall be entitled to \_\_\_\_\_ rest periods per shift, excluding a lunch period. When employees are working, they shall be allowed a rest period every \_\_\_\_ hours and such periods may be taken within each \_\_\_\_ hour period. These periods shall be taken one before and one after lunch. Length of rest periods shall be \_\_\_\_ minutes per period.

When Fire Department platoon personnel are not participating in alarms, training, station duties, or apparatus maintenance, coffee shall be available if so desired.

■ Clause 2:

The use of beds will be permitted for all employees after \_\_\_\_ hours. When there has been a demonstrated problem or activity requiring immediate attention, such duties as exit checks or other inspections may be performed at any hour.

Hurricanes, riots, flood or emergencies that demand extended tours of duty or recall to duty will permit use of beds at the discretion of the Division Commander.

Any time an employee becomes ill while on shift, his/her immediate Supervisor may permit the employee to use the bed.

Between \_\_\_\_ hours and \_\_\_\_ hours no employee will be required to engage in routine station maintenance or clean up.

Night training will be conducted between \_\_\_\_ and \_\_\_\_ hours. Night training sessions shall be limited to \_\_\_\_ hours in duration and no more than \_\_\_\_ times a fiscal year unless additional night training is required by ISO Rating Service.

On those occasions when night training is scheduled, the scheduling of other work activities shall continue as per current practice.

Those combat members who are scheduled to work on a recognized holiday (excluding employee birthday) will not be required to participate in or attend any training sessions.

■ Clause 3:

### Section 1. Meal Times - 24 Hour Shift

The Employer agrees to provide reasonable time (not more than \_\_\_\_ per meal) for lunch and dinner meal periods. Such meal periods shall not be unreasonably denied.

### Section 2. Meals When Working Beyond the 24 Hour Shift

Employees who are held over and required to work more than \_\_\_\_ hours beyond their regular schedule shall be given reasonable time, consistent with Section 1, to eat meals while on duty.

### Section 3. Rest Period

Following the third daily activity period, for any employee working shift work, bed rest shall normally begin at \_\_\_\_ hours. This provision shall not, however, impede the performance of work based upon operational needs as required and deemed appropriate by the Employer.

## SHIFT EXCHANGE

Shift exchange provisions are negotiated to permit fire fighters flexibility with their work schedule.

### Model contract language:

**Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.**

Provided below are three sample shift exchange clauses:

■ Clause 1:

A Fire Fighter has the option to exchange time of shifts with a fellow Fire Fighter no more than \_\_\_\_ hours in any single calendar year taken in \_\_\_\_ hour minimums with the prior approval of his/her superior officer. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the City.

■ Clause 2:

Time exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' immediate supervisors and Battalion Chief prior to such exchange of time.

Responsibility for arrangement for the repayment of such time rests with the employees involved.

No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.

■ Clause 3:

The officer in charge of a Company, Battalion or Bureau shall grant the request of any two (2) members of the Company, Battalion or Bureau to exchange time, as long as the two (2) employees are of the same rank and as long as the time block is at least \_\_\_\_ hours, except for hold over trades. For purposes of this Article, Lieutenants and Captains shall be considered equal and apprentice Fire Fighters, regardless of pay scale, shall be considered equal. The Chief may approve trades between members of different ranks and shall not unduly restrict trad-

ing time unless there is disparity in ability between the parties to trade, which means inability to perform the required tasks. Any disapproval shall be subject to the grievance procedure. The officer in charge of the Company or Unit shall be advised in writing of the trade prior to the start of the shift and a record of the exchange shall be kept in the Company or Unit files. The exchange of time shall be repaid within one (1) year of the date of the trade. If the time period for the repayment elapses, the officer in charge of the Battalion or Bureau shall assign a date for repayment of the exchange within \_\_\_\_ days, provided that the repayment date is acceptable to the member who is owed repayment.

## SMOKING POLICIES

Employers have been taking steps to restrict smoking for health, comfort and cost reasons. Policies negotiated in the fire service generally restrict smoking for newly hired employees for the duration of their employment. In addition, smoking cessation programs are offered to current employees who wish to quit smoking.

Provided below are three sample clauses on smoking policies:

### ■ Clause 1:

Section 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

Section 2. As of \_\_\_\_\_, 20\_\_\_\_, the City will hire as fire fighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of \_\_\_\_\_, 20\_\_\_\_, the City will hire as fire fighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

Section 3. All bargaining unit employees who were hired before \_\_\_\_\_, 20\_\_ will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

Section 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

### ■ Clause 2:

Smoking shall be prohibited in all City vehicles. Smoking shall be prohibited in all City facilities except in a designated “smoking permitted” area, of which there shall be no more than one (1) in any Fire Division facility. Except for facilities where special considerations require that smoking be prohibited entirely, City representatives shall designate no more than one (1) “smoking permitted” area in each facility of the Fire Division after consultation with Union representatives and after consultation with at least one non-smoker and one smoker (if any) assigned to each facility.

### ■ Clause 3:

Section 1. All fire fighters hired on or after \_\_\_\_\_, shall be non-smokers at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or tobacco products of any kind at all times, whether on or off duty. Any firefighter hired on or after \_\_\_\_\_ who violates this provision will be subject to disciplinary action up to and including discharge.

Section 2. The parties further agree to cooperate to persuade and encourage fire fighters hired before \_\_\_\_\_ to stop smoking tobacco products.

Section 3. All fire fighters hired before \_\_\_\_\_ shall be permitted to smoke tobacco products in the engine room and outdoors only. No smoking of tobacco products of any kind shall be permitted in any other locations including, but not limited to: the Station house and Department vehicles and apparatus. Any firefighter who violates this provision will be subject to disciplinary action up to and including discharge.

## STATION MAINTENANCE

These clauses define the station maintenance and upkeep responsibilities of the Fire Fighters and the Employer.

### Model contract language:

**The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.**

Provided below are three sample station maintenance clauses:

### ■ Clause 1:

No employee in the fire fighting force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention (including inspections), Emergency Medical Services or rescue work or for the care and maintenance of fire fighting equipment and apparatus, or to the normal cleaning required to maintain the quarters and areas in which he/she is employed, in a clean and sanitary manner. Nothing herein prohibits the Chief from assigning personnel to work on special projects relating to department business on a day-to-day basis on their assigned shift.

### ■ Clause 2:

Fire Fighters shall be required to clean their living areas, the watch desk, and office area as part of annual spring cleaning, but shall not be responsible for cleaning apparatus rooms, storage rooms, basements, or attics as a part of the annual spring cleaning. These latter rooms shall be cleaned, however, on a daily or regular basis.

Ambulances, fire trucks and other fire fighting equipment shall be washed only once daily in the morning if the Captain deems it necessary or as it is required to maintain the safety of the Fire Fighters.



■ Clause 3:

**Station Duties**

No member shall be required to perform any duties other than those related to fire fighting and medical care procedures for which he/she is trained. This is not to be interpreted that a member may neglect routine housekeeping tasks for a clean, sanitary and safe work place. However wall washing, painting fixed or unfixed surfaces unrelated to fire service, construction work, and any type of extraneous building maintenance is expressly prohibited.

**TRANSFERS**

Transfer provisions mandate a procedure by which all transfers will be made.

**Model contract language:**

In the event of a job opening due to the promotion, transfer, demotion, retirement or demise of an employee, which should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

1. All positions to be filled by lateral transfer shall be announced by bulletin which shall be posted in convenient locations accessible to all employees for a period of at least \_\_\_\_ days. Such positions shall be considered open for written bid for this \_\_\_\_ day period.

2. In the event more than one employee submits a written bid to the Employer for the position, the position shall be filled by the bidding employee with the greatest seniority.

3. In the event no bid is received for a posted position, the Employer has the right to offer the position to any employee.

Provided below are three sample transfer clauses:

■ Clause 1:

Section 1. Whenever a vacancy occurs in an assignment, and such vacancy is going to be filled by the Division of Fire, an announcement of the existence of such vacancy shall be posted. Employees desiring a change of assignments may make a written request on the designated Fire Division form for such change. When a vacancy occurs in any \_\_\_\_ hour assignment, the assignment to the vacant position will be made on the basis of rank seniority unless the skill, ability, and work performance of a less senior bidder is greater. Upon the request by the Local Union and/or the member(s) in question, the Fire Division shall substantiate, in writing, why it considers the skills, ability and work performance of the less senior bidder to be greater. Should a grievance be filed contesting (1) a posted vacancy or (2) the employee selected to fill a vacancy, the vacancy which is the subject of the grievance shall not be filled by permanent transfer until the grievance is resolved. In addition, if any bidder with seniority higher than the person who the city otherwise intends to select for the grieved position is also the bidder with the highest seniority for another posted vacancy (i.e., an

“affected vacancy”), such affected vacancy shall not be filled by permanent transfer until the grievance is resolved. When there is no qualified bidder for the vacancy, and the vacancy has been advertised, the least senior qualified unassigned person in the relevant rank with proper certification shall be so transferred. The least senior (rank) officer in the relevant rank shall be determined on the closing date of the vacancy list. The least senior officer in the relevant rank on the closing date (deadline for submission of bids) of any vacancy list shall be the officer subject to force filling.

Section 2. When any employee is about to be permanently transferred from a forty (40) hour per week schedule to the three (3) platoon shift, or vice versa, he shall be given, except in extraordinary circumstances, at least forty-eight (48) hours notice of such change. This same provision shall apply in the case of permanent transfers from one unit to another.

Section 3. Permanent Transfers

The following procedures shall be followed for all permanent transfers:

- (a) The permanent transfer list shall precede and be distributed before the next vacancy list is posted.
- (b) The vacancy and the permanent transfer list shall reflect the position being vacated and the position being filled by name, rank and position.
- (c) On the permanent transfer list the “date to be determined later” shall be noted as a projected date on that transfer list and any subsequent transfer list, until such time the actual transfer is made.
- (d) No vacancy shall be considered to be force transferred until the vacant position has been advertised on at least one vacancy list as set forth in Section 1. above.
- (e) The vacancy list shall be advertised for \_\_\_\_ days.
- (f) The permanent transfer list must state the exact vacancy filled.
- (g) Any newly created position shall be advertised as a vacancy on the first vacancy list following the creation of said position.
- (h) Any employee on approved leave desiring a change in assignment must submit a written request on the form designated by the Fire Division. Such request shall be kept on file and shall be worked with all other written requests desiring changes in assignment.
- (i) Whenever a vacancy is created by promotion, retirement, resignation, termination or any other action, and such vacancy is going to be filled by the Division of Fire, it shall be advertised on the next vacancy list following the actual calendar date of the occurrence.

■ Clause 2:

- (1) The City shall compile a list of permanent vacancies every \_\_\_\_ weeks and shall post such list in each unit or company not less than \_\_\_\_ days before the end of the current pay period.
- (2) Each employee will have \_\_\_\_ days from the day of posting to submit a bid on the authorized form, on posted vacancies of rank equal to his or her own.
- (3) Each employee may submit no more than \_\_\_\_ bids in the order of preference. If an employee is the senior qualified bidder on any one of the bids submitted, said employee must accept the position so bid.
- (4) The senior employee bidding for a vacancy as determined below, shall be transferred to such vacancy at the close of the current pay period.
- (5) If all positions of equal rank are filled, an employee, with the permission of the Chief, may submit his or her own position for bid in accordance with this Section. The employee so doing shall be transferred to the vacancy created by the employee successfully bidding on the posted position.
- (6) Seniority
  - (a) Seniority for the purpose of bidding on transfers shall be determined by continuous service in the Bureau.
  - (b) Continuous service shall be calculated from the date an employee was sworn into the Bureau.
  - (c) Employees sworn in at the same time shall be assigned in the order that their names appeared on the eligible list of the Civil Service Commission at the end of their probationary period.
  - (d) Continuous service shall be broken by resignation or discharge.

■ Clause 3:

Employees may request a transfer into a district at anytime on a form provided by the Employer. Such requests must be approved by the Chief, but will be given priority consideration when filling vacancies within that district, subject to the following limitations:

- (a) Transfers will be made based on the date of submission of the request. (In the case of a tie, departmental seniority will be the determining factor.)
- (b) Only one request can be active at any time.
- (c) If this transfer system is utilized, the employee cannot request another transfer for one (1) year unless an Administrative Transfer occurs moving them out of the requested district.

## TURNOUTS

Clauses on turnouts define what fire fighting gear and work uniforms are to be furnished. In addition, many clauses on turnouts also specify that nationally recognized standards are to be followed when purchasing turnout gear and work uniforms.

Model contract language:

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of fire fighters.

All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this agreement, that provides the highest level of worker protection from among federal, state, provincial or voluntary consensus standards.

The Employer agrees to convert present self-contained breathing apparatus to open circuit positive pressure type within \_\_\_\_ months and that all new purchases shall be only of open-circuit positive pressure self-contained breathing apparatus.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer shall provide and thereafter maintain at no cost to the employee station uniforms that meet the non-flammability criteria for char length and after flame time in accordance with the provision set forth in 29 CFR 1910.156 (e) (3) (ii) (B), OSHA Fire Brigade Standard.

Provided below are three sample turnout clauses:

■ Clause 1:

The City agrees to furnish, upon need, necessary protective fire fighting gear and work uniforms. All uniforms and gear, as phased in for purchase, shall meet the minimum standards set forth by NFPA. Uniforms and protective gear will be replaced by the City when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear.

■ Clause 2:

(A) The County shall supply to each employee and replace on an as needed basis:

1. One (1) turnout coat
2. One (1) helmet
3. One (1) adjunct with a check valve
4. One (1) pair of turn-out pants with suspenders
5. One (1) pair of leather structural fire fighting 14" high slip on boots. EMS-only personnel shall be issued an 8" side-zip EMS boot, NFPA certified or be afforded \$\_\_\_\_\_ in shoe replacement allowance
6. Two (2) pairs of turnout gloves
7. A hood that meets or exceeds NFPA standard 1971
8. One (1) set personal hearing protectors
9. One (1) gear bag to each member assigned to Emergency Operations for the purpose of carrying turn-out gear when members are detailed from one location to another.

(B) The County shall supply, and replace on an as-needed basis:

1. One (1) pair of muff-type hearing protectors for each truck, and two (2) pairs of muff-type protectors for each Medic
2. One (1) NFPA approved P.A.S.S. device for each position
3. One (1) pair of communication headsets for each riding position on all newly purchased apparatus

(C) Full turn-out gear shall be worn on all calls for structure fires, rescue assignments, vehicle fires, Haz Mat incidents and other appropriate calls. Full turn-out gear shall not be required on heart related or medical incidents unless rescue is involved.

(D) The County, Fire Department, and Association shall continue to work in concert and consider all State and Federal Grant Avenues to obtain enhancements for the fire service, including but not limited to the following:

1. A second turn-out coat, a second pair of turn-out pants and suspenders, and second hood for each member.
2. One (1) Portable Radio and Two (2) Batteries for each riding position on every Engine, Truck, and Medic
3. Fifty foot (50') piece of personal search and rescue rope and a carrying bag.
4. Face piece amplifier to enhance radio communications when wearing Breathing Apparatus in a hazardous atmosphere.
5. One (1) Air Compressor within each Division for the use in the air cascade systems in the career stations.

■ Clause 3:

The City agrees to replace damaged, lost or stolen station uniforms and replace all firefighting protective equipment as needed, whether destroyed, damaged, lost, stolen or worn in the line of duty. Protective equipment shall be considered to be boots, helmets, gloves, night hitches and fire coats. The City shall endeavor to furnish members uniforms and protective equipment within \_\_\_ days of said written request and if unable to do so will furnish said applicant with a reasonable explanation as to the cause of any delay.

The City agrees to issue one station uniform, except shoes, yearly to all members. The station uniform will consist of a shirt and pants and shoes. Members whose station uniform consists of black pants, white shirt and black tie shall be issued the required clothing. Said uniforms to be issued on July 1st.

## UNPAID LEAVE OF ABSENCE

Unpaid leave of absence clauses permit an employee to go on unpaid leave for: personal reasons, military duty, sickness or injury, education and maternity and parental leaves. An unpaid leave of absence clause is negotiated to ensure job security, seniority and continuation of employee benefits.

Provided below are three sample unpaid leave of absence clauses:

■ Clause 1:

### Section 1. Personal Leave

A personal leave of absence in excess of \_\_\_ days may be granted at the request of the member of the bargaining unit upon the approval of the City. Leaves of absence for \_\_\_ consecutive

days or less may be granted and need not be covered by a formal leave of absence. Requests for such leaves shall be in writing and submitted at least \_\_\_ days prior to its start whenever practicable. If it becomes necessary for a member to request a short term emergency leave during a scheduled tour of duty, such member shall be allowed to complete his/her tour of duty upon conclusion of said emergency.

### Section 2. Thirty Day Leave and/or Extension

A leave of absence may be granted for up to \_\_\_ calendar days in any calendar year without loss of position by the employee. When an employee returns from an approved leave of absence, he/she shall return to the position in the service from which the leave was granted.

A leave of absence for more than \_\_\_ calendar days may be granted, but the employee granted the leave of absence for more than \_\_\_ calendar days shall not be entitled to be returned to the position from which the leave was granted but will be placed in an open position in the same class or in a class at the same salary group provided a vacancy exists. However, any employee who is on an industrial injury leave in the City program will be entitled to return to their position.

Those fire fighters on an approved FMLA (Family Medical Leave Act) leave may hold three (3) weeks vacation and 15 days sick time in abeyance for later use.

In no case shall a leave of absence be granted for a period of more than \_\_\_, except as otherwise provided herein.

### Section 3. Fringe Benefits During Leave

An employee on an approved leave of absence shall continue to accumulate seniority during the period of his/her absence. An employee on an approved leave of absence of \_\_\_ calendar days in any calendar year or less shall have his/her hospitalization and surgical insurance and death benefit continued in force by the City. An employee on an approved leave of absence for more than \_\_\_ calendar days in any calendar year shall not receive his/her fringe benefits during the period of such leave exceeding the first \_\_\_ days, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave.

### Section 5. Sick or Injury Leave

When an employee is sick or has been injured, and the employee has no sick days or injury pay left, and extended Sick Pay has not been granted, then the employee may apply for a Leave as provided in Section \_\_\_\_\_. The request must be accompanied by the Statement of Attending Physician verifying the necessity for such leave. The Leave may be granted for periods of \_\_\_ days or more, depending on the condition of the employee, not to exceed \_\_\_ from the date the employee's sick or injury pay has been exhausted.

■ Clause 2:

Section 1. Definition. An absence without pay ("AWP") is an authorized absence for any part of a work day which is approved in writing.

Section 2. Use of Absence Without Pay. An absence without pay is only to be administered on an emergency basis. It may not be used to cover repeated tardiness nor when an employee has accrued annual leave.

In the event that an employee has exhausted annual and/or sick leave balances, the District Chief or immediate supervisor may authorize an absence without pay for legitimate purposes up to a maximum of \_\_\_\_ hours in a calendar year. Additional absences without pay may be authorized at the discretion of the Fire Chief, however, no employee may be authorized more than \_\_\_\_ hours of absence without pay in a calendar year.

Additional absences without pay for extraordinary circumstances may be authorized by the Fire Chief provided that contiguous periods of \_\_\_\_ or more hours of absence shall require the applicable Leave of Absence status per Article \_\_\_\_.

Absences without pay shall not be credited towards the accrual of sick or annual leave.

■ Clause 3:

Leave of absence without pay may be granted for a period not to exceed one year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth; for temporary employment by the Union; for education and training; or when such absences would not be contrary to the best interests of the City. Any authorization for leave of absence without pay shall be made in writing by the Personnel Officer and the Department Head.

The employee may elect to use earned sick leave (provided eligible for sick leave) and vacation prior to commencement of the leave or retain the earned sick leave and vacation for use upon return to employment.

Absences from duty without pay for a period not exceeding \_\_\_\_ calendar days for satisfactory reasons may be granted by the Department Head.

Any employee who does not return to his/her employment on or before the date of such expiration of his/her leave shall be deemed separated from the service as of such date of expiration, subject to due process.

An employee who is on leave without pay shall not accrue vacation or sick leave.

## **VACANCIES (FILLING OF)**

Vacancy clauses establish posting, time limits and procedures to be followed by the employer when filling vacancies.

Provided below are three sample filling of vacancies clauses:

■ Clause 1:

(1) Permanent vacancies - A permanent vacancy is one that occurs as a result of such things as the death, resignation, removal, reassignment, transfer, promotion, or permanent disability of a member. This list is merely descriptive and not limiting.

(2) Vacancies that are permanent shall be put out for bid by seniority. Where the vacancy is in a special unit, including without limitation, such examples as paramedics and arson investigators, who are required to have special qualifications beyond those attaching to the standard duties of a Fire Fighter, the Employer's posting of a job opening shall describe the opening and shall list in detail the specific, objectively verifiable criteria which the Employer requires to fill the position. Seniority shall prevail among the applications meeting the criteria listed.

(3) Posting of vacancies - Notice of any permanent vacancy which the Chief intends to fill shall be posted in all houses. The notice shall be posted for \_\_\_\_ calendar days prior to the date when the vacancy shall be filled. Any employee wishing to bid on such a vacancy shall submit this request in writing during the posting period. A member may only rescind a bid up to \_\_\_\_ hours prior to the time the bid is awarded. Once a bid has been awarded, it shall be deemed irrevocable.

■ Clause 2:

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are duly authorized to be filled, expeditiously within limitations imposed on him/her by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the particular vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason(s) why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

■ Clause 3:

The Fire Department shall recognize the importance of seniority provided the senior applicant has the ability and qualifications to perform the work involved. However, the Department's decision shall be final.

## **VOLUNTEERING**

The IAFF Constitution and By-Laws state that "Any member of the Association found working a secondary job as a paid-on-call fire fighter or an employee of a public employer, nonprofit corporation, or a private contracting firm providing fire protection or emergency medical services to a city, county, municipality, or a fire protection district as a volunteer, reserve, part-time, part-paid, police officer, police reserve, or public safety officer may be subject to charges being filed against that member."

Provided below is a sample volunteering clauses:

■ Clause 1:

Employees hired on or after \_\_\_\_\_, will be prohibited from performing firefighting or emergency medical services for municipalities or private entities operating a paid, part paid, paid on call, or volunteer fire department or EMS service other than the City of \_\_\_\_\_.



## WELLNESS-FITNESS INITIATIVE

The Fire Service Joint Labor Management Wellness-Fitness Initiative is a historic partnership between the IAFF and the IAFC to improve the wellness of fire department uniformed personnel. Ten U.S. and Canadian public professional fire departments participated. Each of these departments have committed themselves to this Wellness-Fitness Initiative by requiring the mandatory participation of all of their uniformed personnel in this program. This bold move to commit labor and management to the wellness of their uniformed personnel will carry the fire service into the 21st century.

Each year, IAFF Death and Injury Surveys demonstrate that fire fighting remains one of the most dangerous occupations in the United States. Research has repeatedly shown the need for high levels of fitness to perform safely in the fire service. The fire fighters' long hours, shift work, sporadic high intensity work, strong emotional involvement, and exposure to human suffering places fire fighting among the most stressful occupations in the world. High levels of stress, intense physical demands, and long term exposure to chemicals and infectious disease contribute to heart disease, lung disease and cancer—the three leading causes of death and occupational disease disability.

Wellness is a personal commitment that all uniformed personnel must make to survive and to sustain a career in the professional fire service. When uniformed personnel are ill or injured, malnourished or overweight, over stressed or out of balance, it affects their ability to effectively do their job.

Provided below is a sample Wellness-Fitness clause:

### ■ Clause 1:

The Fire Department will develop and implement a Wellness and Fitness program consistent with the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The program will be a voluntary, non-punitive program provided however that prior to beginning the program, each employee must have taken the physical examination specified in Article \_\_\_\_ and receive a written evaluation from the physician before beginning the fitness program. The program shall include baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the Fitness Team, educational in-service training and written materials on wellness topics, and quarterly and annual group and individual achievement awards. This program shall not substitute for nor impact the Incentive Leave Program.

## GLOSSARY

**Ability To Pay** — A contention made by an employer during collective bargaining negotiations that it is not possible to bear the cost of the wage increase demanded by the union. Ability to pay is a common criteria considered by fact finders and arbitrators in making their awards.

**Across The Board Increase** — A raise in wages, in terms of dollars or a percentage given at one time to all workers in a bargaining unit.

**Agency Shop** — A union security provision that requires all bargaining unit employees to pay a fee or dues. This fee is presumed to offset the cost to the union of representing the employees in negotiations and contract administration.

**American Arbitration Association** — A private, nonprofit organization established to promote arbitration as a method of resolving labor disputes. The AAA can provide a list of qualified arbitrators to the employer and the union. The AAA also has established rules of procedure for the arbitration process.

**American Federation of Labor-Congress of Industrial Organizations** — A federation of craft and industrial unions, as well as unions of a mixed structure created by a merger in 1955. Its primary functions are education, lobbying and helping constituent unions.

**Arbitration** — Dispute resolution in which neutral third party or panel hold a formal hearing, take testimony and render a decision. There are two major types of arbitration: grievance arbitration and interest arbitration.

**Advisory arbitration** — The terms of settlement rendered by the arbitrator are in the nature of recommendations which the parties are not obligated to accept.

**Binding arbitration** — The parties are required to accept and follow the terms of the arbitrator's award. Binding arbitration is enforceable in court.

**Compulsory arbitration** — Mandated by statute for the resolution of impasses.

**Conventional arbitration** — A form of interest arbitration in which an arbitrator or panel is able to fashion an award as deemed appropriate.

**Final-Offer "total package" arbitration** — A form of interest arbitration in which an arbitrator or panel must choose either the management or labor proposal.

**Final-Offer "issue-by-issue" arbitration** — A form of interest arbitration in which an arbitrator or panel after reviewing management and labor proposals can break down a decision on an issue-by-issue basis.

**Grievance arbitration** — A method of resolving disputes over the interpretation and application of the collective bargaining agreement.

**Interest arbitration** — A method of resolving disputes that arise during the course of contract negotiations. The arbitrator or panel must determine what will be contained within the agreement.

**Arbitrator** — A neutral third party to whom disputing parties submit their differences for a decision.

**Bargaining Agent** — An organization which is the exclusive representative of all workers in a bargaining unit, both union and nonunion. An employer may voluntarily recognize a particular union as a bargaining agent for the workers or the question of representation may be settled by a secret ballot election conducted by a State or Federal administrative agency.

**Bargaining Unit** — A group of employees which the employer has recognized and/or a State or Federal administrative agency has certified as appropriate to be represented by a union for the purpose of collective bargaining.

**Bidding** — A procedure for enabling employees of an agency or company to make known their interest in a vacant position. After notice of the vacancy has been posted on bulletin boards and in other public places, persons may bid for the position by applying for the opening. The filling of the position may depend on seniority and other factors that the employer and bargaining agent have agreed upon.

**Bureau Of Labor Statistics (BLS)** — A Bureau within the U.S. Department of Labor which collects, analyzes and publishes information on cost of living changes, labor force participation rates, unemployment rates, industrial disputes and other economic data relevant to labor relations.

**Call Back Pay** — Compensation for workers called back on the job after completing their regular shifts, usually for a minimum number of hours at the appropriate premium rate regardless of the number of hours they actually work.

**Certification** — The formal determination by an appropriate administrative agency that a particular union has been selected by a majority of employees in a bargaining unit to be the exclusive bargaining agent of all employees in the unit. The determination usually follows a secret ballot election. Certification usually carries with it an election bar for a set period of time.

**Closed Shop** — A union security arrangement whereby the employer is required to hire union members only. Membership in the union is also a condition of continued employment.

**Collective Bargaining** — The continuing institutional relationship between an employer entity and a labor organization representing exclusively a defined group of employees of said employer (appropriate bargaining unit) concerned with the negotiation, administration, interpretation and enforcement of written agreements covering joint understandings as to wages, salaries, rates of pay, hours of work and other conditions of employment.

**Collective Bargaining Agreement** — A document that results from negotiations between an employer and a union. The collective bargaining agreement defines the conditions of employment (wages, hours, fringe benefits, etc.) and provides dispute resolution procedures.

**Consumer Price Index (CPI) (Cost of Living Index)** — Statistics issued monthly by the Bureau of Labor Statistics measuring the average change in prices of goods and services purchased by moderate income families and describing shifts in the purchasing power of the consumer's dollar. The Index is widely used in collective bargaining agreements.

**Contracting Out** — The use by employers of outside contractors whose employees are not covered by the same collective bargaining agreement to do work which has been or could be performed by unit employees.

**Costing Out** — The process of determining the actual cost of a contract proposal or agreement.

**Counter Proposal** — An offer made by one party in collective bargaining negotiations in response to a proposal by the other party. Agreement is usually reached after a series of proposals and counter proposals have reduced the range of disagreement.

**Dues Checkoff** — A union security provisions, usually stipulated in the collective bargaining agreement, that allows union dues, assessments and initiation fees to be deducted from the pay of the union members of an employer. The employer makes the payments to the union on a scheduled basis.

**Duty To Bargain** — The mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

**Duty Of Fair Representation** — Union's duty to represent all members of a bargaining unit that the organization has been designated to represent.

**Evergreen** — A provision in the collective bargaining agreement that ensures the current agreement will remain in full force and effect during negotiations for a new collective bargaining agreement.

**Exclusive Recognition** — The type of recognition which provides that the recognized labor organization is the sole representative for all employees in the bargaining unit without regard to membership in that labor organization and which prohibits the employer from dealing with any other labor organization.

**Exclusive Representative** — The employee organization which has been accorded exclusive recognition.

**Fact-Finding** — A method of resolving contract negotiations disputes where a neutral or neutral tripartite panel hears the parties' arguments supporting their positions and issues, findings of fact, and recommendations to resolve the dispute. The report is generally made public after a period of time if the parties have not yet reached agreement. Fact finding generally follows mediation.

**Fringe Benefits** — Compensation in addition to direct wages, such as paid vacations and holidays, overtime premiums, medical insurance and pensions.

**Grievance** — An employee complaint; an allegation by an employee, union or employer that a collective bargaining agreement has been violated.

**Grievance Procedure** — A method of dealing with a complaint made by an individual or by union or management which allows the work place to continue operating without interruption. The procedure generally provides for efforts to resolve the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

**Impasse** — The point in collective bargaining negotiations at which either party determines that no further progress can be made toward reaching an agreement.

**Labor Relations Board** — State or federal agency which primarily administers labor relations statutes. These boards usually handle unfair labor practices and supervise representation elections. At the State level these agencies are generally known as Public Employment Relations Board (PERBs) and also provide mediation and fact finding services.

**Maintenance of Membership** — A union security provision which states that no worker has to join the union as a condition of continued employment, but that all workers who voluntarily join must maintain their membership for the duration of the contract. Most maintenance of membership clauses provide for an escape period either annually or at the expiration of the agreement when employees may withdraw from the union without penalty.

**Management Rights** — Certain rights that management feels are intrinsic to its ability to manage and therefore are not subject to collective bargaining. These rights are often expressly reserved to management in the management rights clause of the agreement. They include the right to hire, promote suspend or discharge employees; to direct the work of employees; and to establish policy.

**Mediation** — An attempt by an impartial third party, called a mediator, to bring the parties in a labor dispute together. The mediator has no power to force a settlement but rather operates primarily through persuasion to help the negotiating parties reach an agreement.

**Mediator** — An individual - either conciliator or mediator - who acts as an impartial third party to help settle collective bargaining disputes. May be appointed by an administrative agency or be chosen by both parties. The mediator's role is to meet with the parties, act as a go-between and help the parties discover areas of agreement in order to reach a settlement in negotiations without a strike.

**National Labor Relations Board (NLRB)** — A board created by the National Labor Relations Act (NLRA) in 1935 and continued by the Taft-Hartley Act. The Board is the administrative agency for the NLRA and its primary duties are to hold elections to determine union representation and to interpret and apply the law concerning unfair labor practices.

**Negotiation** — The process by which representatives of employee and management try to reach agreement on conditions of employment, such as wages, hours, fringe benefits and for handling grievances.

**Negotiator** — The person who represents the employer or union in collective bargaining negotiations. Often committees or “teams” represent each party and one of the committee’s members acts as chief negotiator or spokesperson for the group.

**Neutral** — An individual who acts as conciliator, mediator, fact-finder or arbitrator; a disinterested third party who intervenes into negotiation disputes in order to facilitate settlement.

**No-Lockout** — A provision in the collective bargaining agreement in which the employer agrees that the operation will not be closed down in order to force the employees to accept certain terms for a collective bargaining agreement.

**No-Strike** — A provision in the collective bargaining agreement in which the union promises that during the life of the contract the employees will not engage in strikes, slowdowns or other job actions.

**Parity** — An equality between groups of employees pay. Parity is often sought between fire fighters and police officers.

**Past Practice** — A clause in the collective bargaining agreement stating that previous practices of the employer will continue except as modified by the contract.

**Premium Pay** — Additional money which is paid to an employee for certain types of work. Examples: night shifts, overtime, hazardous duty pay. Premium pay is paid in addition to the regular pay to compensate employees for the special effort required, the unpleasantness of the work or for the inconvenience of the time during which the work takes place.

**Ratification** — Formal approval of a newly negotiated agreement by vote of the union members.

**Recognition** — The employer’s acceptance of an employee organization as the bonafide and legitimate collective bargaining representative of group of employees for the purposes of collective bargaining.

**Savings Clause** — A provision in the collective bargaining agreement that ensures if a contract provision is declared invalid by court action or legislation, only that provision is null and void and that the remaining portions of the negotiated agreement are in full force and effect.

**Scope of Bargaining** — The range of issues that is made bargainable by the labor relations statute or by the agreement of the parties.

**Seniority** — An employee’s status in relation to other employees according to the years of employment. Seniority is related to an employee’s job security and advancement. Seniority clauses make an individual’s years of employment determine for example, rights to layoff, recalls, choice of vacation time, overtime, work shifts, transfer and promotion and other items.

**Shift Differential** — Added pay for second or third shift expressed as a percentage of base pay or as extra cents per hour.

**Steward** — The union representative of a group of co-workers who carries out the duties of the union within an operation, such as handling grievances, collecting dues or recruiting new members. Stewards are either elected by other union members or appointed by a higher union official.

**Successor** — A provision in the collective bargaining agreement that ensures and protects the rights contained in the collective bargaining agreement, for its duration, regardless of a change in management.

**Unfair Labor Practice** — A practice on the part of either union or management which violates the provisions set forth by State or Federal labor relations statutes. Examples on the part of unions are: 1) controlling or interfering with unions, 2) discriminating against working for their union support or activity, 3) retaliating against workers for complaining to an administrative agency, and 4) refusing to bargain collectively with the exclusive representative.

**Union Security** — Negotiated contract clause requiring the establishment and continuance of union shop, agency shop, maintenance of membership, dues checkoff or similar provisions which assures the union of its revenues during the life of a collective bargaining agreement.

**Union Shop** — A provision in which the employer may choose to hire anyone, but in which all workers must join the union within a specific period of time after being hired and must retain membership as a condition of continued employment. The courts have refined this obligation to mean only paying the normal dues and fees that a union member would pay.

**Unit Determination** — The process by which certain employees are grouped into a unit to select a single bargaining agent to represent them in collective bargaining negotiations. Such determination is based upon several criteria, such as community of interest, employee desires, collective bargaining history and the administrative organization of the employer.

**Waiver Of Further Bargaining/Expressed Waiver** — A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. This clause is intended to stop either party from demanding renewed negotiations during the life of the contract.

**Working Out-Of-Classification** — A provision in the collective bargaining agreement that provides additional compensation for employees who perform duties in a higher rank.



