



**Item:** Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local 8 (Local 8)

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

**Presented By:** Linda Williams, Human Resources Manager

**Action Requested:** Approve labor agreement

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) the labor agreement between the City of Great Falls and the IAFF, Local 8.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

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**Background:** The current Collective Bargaining Agreement (CBA) with Local 8 expired June 30, 2013.

City negotiators and Local 8 representatives began discussions on March 15, 2013. Five negotiating sessions (3/15/13, 4/11/13, 4/12/13, 4/15/13, and 7/2/13) were held. Local 8 offered the City its last, best and final offer on July 2, 2013 reaching an impasse in the negotiations.

Montana Code (Title 39, Chapter 34) outlines the process used by parties to reach agreement. The first two processes include mediation and factfinding. Factfinding is non-binding. If agreement is not reached after these two steps, the process moves to arbitration. The arbitrator's decision is final and binding.

A mediation session was held on October 7, 2013. Paul Melvin was assigned by the Montana State Board of Personnel Appeals to mediate. No agreement was reached during mediation. As a result, Local 8 requested to bypass factfinding and move straight into final and binding arbitration. The City did not agree to bypass factfinding. A factfinder was selected by the parties and a session was held on January 7, 2014.

Local 8's primary negotiating focus was their shift schedule. Local 8's last, best and final offer proposed a change from the current 10-10-14-14 schedule (2-10 hour day shifts, followed by 2-

14 hour night shifts, followed by 4 days off which shift). This shift has been in used for most of the Great Falls Fire Rescue's (GFFR) history with the most recent exception of 1989 - 1994.

Local 8 proposed a shift change to a 24-48-24-96 schedule (1-24 hour shift followed by 48 hours off, followed by 1-24 hour shift, followed by 96 hours off). The hours the fire fighters would be required to be at the fire station would remain 2,184 over the course of a year.

The City had several reservations regarding moving to the 24-hour shift. These concerns include potential unintentional financial impacts as a result of hire backs, sick time, and acting pay. Operational impact concerns include training, assigned work time and call backs. The proposed shift will result in less assigned hours of work than the current shift. Finally, the greatest concern is over fire fighter health. Despite the wide use of 24-hour shifts in other departments, there are many published research studies that suggest the 24-hour shift cycle has a negative health and safety impact on workers.

The parties agreed to use David W. Stiteler for factfinding. Other outstanding issues were resolved prior to the hearing with the factfinder, leaving only the 24 schedule proposal to be heard. After the hearing, Stiteler recommended a 24-hour shift pilot program for one platoon (see attached Factfinding recommendation). Neither party liked this recommendation and continued negotiations on the 24-hour shift. On March 13, 2014, the City's negotiating team and Local 8 reached agreement on a tentative CBA. The CBA includes a provision for a 2-year 24-hour shift pilot program.

On March 20, 2014, Local 8 voted to accept a tentative agreement and approve the attached collective bargaining agreement.

The major changes from the previous agreement are:

1. **Article 2 – Recognition**

The recognition clause identifies which positions at the Fire Department are covered by the collective bargaining agreement. Probationary employees were excluded until they were appointed upon the successful completion of their 9 month probationary period. The Union proposed to represent probationary employees. Agreement was reached to have probationary employees covered by the CBA when assigned to a platoon, which is after completion of their fire academy training. For clarification, language was added to stipulate that an employee during their probationary period is an "at-will" employee, that the employee may be discharged for any reason or for no reason, and that they cannot utilize the grievance procedure for discipline or discharge.

2. **Article 10 - Grievance Procedure, Step 5**

Language was added to clarify that the charging party would strike from a list of arbitrators first.

3. **Article 12 - Work Periods - the title of the Article was changed to Shift Schedule**

This entire article was rewritten due to the agreed upon Shift Schedule Pilot Program.

The shift change from the current 10-10-14-14 schedule to the 24-48-24-96 schedule will be implemented April 4, 2014 and run through April 4, 2016. During this two-year pilot program period, the effects of the new schedule will be analyzed in areas of: safety, viability and affordability; budget impact; training hours and competency; and safety/health/accidents.

#### *Section 12.1, Subsection A*

This subsection outlines the 24-48-24-96 shift and the assigned work time. The assigned work time, 7-days/week consists of 11.5 hours (7:30 a.m. - 7 p.m.) of structured time with two 15-minute breaks, one hour for a midday meal and one hour mandatory physical conditioning period. Alarm time is for the remainder of the 24-hour period (7 p.m. - 7:30 a.m., 12.5 hours).

The assigned work time under the 10-10-14-14 schedule consisted of 74.5 hours of assigned work time, with an additional allowance of 20 hours/week (M-F, 10 p.m. - 2 a.m.) to complete tasks that should have been completed, but were not, during normal work hours. The potential hours of assigned work time under this schedule was 94.5 hours/week.

In comparison, the 24-hour shift under the pilot program has a maximum of 73.5 hours per week.

#### *Section 12.1, Subsection B*

This subsection was changed to specifically address night drills. Because the assigned hours of work under the 24-hour shift ends at 7:30 p.m., language needed to be added to address night drills. When administration requests members to perform night training during alarm time, members will be "flexed" hour for hour alarm time for the hours worked, within the same shift when possible.

#### *Section 12.1, Subsection C*

The heading of this subsection was changed to Customer Service (the lettering was changed due the deletion of subsection D). The current subsection C addressed physical conditioning, which was moved to and included in 12.1 (A).

#### *Section 12.1, Subsections D and E*

The term "self-improvement time" was changed to "alarm time". Alarm time is defined as being that time "members must be at their assigned stations for fires, other emergencies, and life safety issues; and all facilities for rest and rehabilitation are at their disposal."

### *Section 12.1, Subsection F*

This subsection was added to incorporate a Memorandum of Understanding regarding the Fire Inspector position into the contract.

### *Section 12.2, Budget Impact*

This section was added as one of the areas that will be evaluated during the 2-year pilot program. The City will monitor those activities directly associated with the shift schedule to determine fiscal or operational impact. Those activities monitored will include, but are not limited to, overtime pay and acting pay for hire backs related to sick leave. The data collected will be shared with the Union and discussed with the City Manager quarterly.

### *Section 12.3, Training Hours and Competency*

This section was added as one of the areas that will be evaluated during the 2-year pilot program. The City will monitor training hours to ensure members are able to maintain needed competency levels. The data collected will be shared with the Union and discussed with the City Manager quarterly.

### *Section 12.4, Safety/Health/Accidents*

This section was added as one of the areas that will be evaluated during the 2-year pilot program. The City will monitor safety issues and will investigate each injury or property loss to determine if there is any relationship with the 24-48-24-96 shift schedule. The data collected will be shared with the Union and discussed with the City Manager quarterly.

### *Section 12.5, Final Decision on the Shift Schedule Pilot Program*

This section was added regarding final decision on the Shift Schedule Pilot Program. A final recommendation, prepared by Fire administration with input from the Union, will be made to the City Manager. The City Manager will then make a decision whether to accept the recommendation. If the parties are unable to agree to a final shift schedule, the parties may submit the issue to final and binding arbitration.

### *Section 12.6*

Employees had been receiving compensatory time on an hour for hour basis when attending off-duty activities at the request of the City or when approved by the City. This was changed to pay the employees when the time is worked instead of adding it to their compensatory time bank. The reason for the change is to ensure employees are paid at the rate the employee works the time verses accruing or banking the hours with the potential of cashing the time out at a later date at a higher rate of pay due to increases in pay or promotion.

4. **Article 13 - Sick Leave, Section 13.1**

*Section 13.1*

Addresses the accrual of sick leave. The number of hours accrued per month will remain at 8.5. Reference to "one day" and the "10-14" shift was deleted.

*Section 13.3, Subsection B*

Because of the shift change, the reference to one shift needed to be clarified with the addition of, "24 working hours".

*Section 13.4, Subsection B*

Because of the shift change, the reference to two consecutive work shifts needed to be clarified. Therefore, the reference to two consecutive work shifts was replaced with "24 working hours".

*Section 13.4, Subsection C*

Because of the shift change "five working days" was replaced with "42 working hours", and "four shifts" was replaced with "48 working hours".

*Section 13.4, Subsection I*

The number of hours of sick leave birth fathers and adoptive parents are allowed to use was increased from 48 hours to 120 hours. This change is consistent with other labor agreements.

5. **Article 14 - Injury on Duty, Section 14.1, Subsection A**

This subsection was deleted because it was not consistent with workers' compensation rules.

*Section 14.2*

Language was added that would allow employees who had been released to return to work to be able to work and perform duties throughout the City instead of just at GFFR.

*Section 14.3*

The last sentence was deleted because it was not consistent with workers' compensation rules.

#### *Section 14.4*

Language was clarified regarding an employee who was injured and is medically able has 8 hours to report the injury.

### **6. Article 16 - Holidays, Section 16.3**

#### *Section 16.3*

Section deleted. Holidays will be observed on the actual holiday as outlined in section 16.1.

#### *Section 16.3, Subsection C (2) and (3)*

The maximum number of compensatory hours that can be accrued was reduced from 180 hours to 160 hours. The reason for the reduction in the number of hours that can be banked is to pay employees on a more timely basis and reduce the City's unfunded liability of hours that may be paid at a later date at a higher rate due to pay increases or promotion.

### **7. Article 21 - Promotional Testing, Section 21.2**

Language was added stating this committee will meet on at least a quarterly basis.

### **8. Article 26 - Medical Insurance, Section 26.1**

The contribution amounts were updated to reflect the rates as of 7/1/13. There were no increases in the amounts the City or employee contributes effective 7/1/13.

#### *Section 26.1, Subsection A*

The first and third paragraphs of this subsection were deleted. The first paragraph is not needed because the second paragraph says the same thing regarding the City having the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate. The third paragraph is no longer needed because with the move from being fully self insured to being a member of the MMIA Health Benefits Plan on 7/1/13, the Health Insurance Committee is no longer needed.

### **9. Article 28 - Health/Safety, Section 28.6**

Language was added stating this committee will meet on at least a quarterly basis.

### **10. Article 37 - Term of Agreement**

The dates were changed to reflect the terms of the proposed one year agreement: 7/1/13 - 6/30/14.

## 11. Addendum 1 - Schedule A

The pay schedule was changed to reflect a one year contract. The rates were not increased 7/1/13.

The first sentence under the pay schedule was deleted because initial probationary employees are no longer excluded from the bargaining unit per Section 2.1 of the Agreement.

### *Certification Pay, New Item 3*

Language was added regarding paramedic certification pay not being paid to employees above the rank of Captain as of April 1, 2014.

**Fiscal Impact:** The fiscal impacts, if any, due to the shift change will be monitored during the Shift Schedule Pilot Program and reported to the City Commission.

**Alternatives:** The Commission may choose not to approve the labor agreement, in which case, the City and Local 8 would have to reconvene and continue the collective bargaining process.

### **Attachments/Exhibits:**

1. Proposed labor agreement between the City of Great Falls and the IAFF, Local 8.
2. Factfinder's Report Dated January 27, 2014



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF GREAT FALLS, MONTANA**

**AND**

**INTERNATIONAL ASSOCIATION  
OF  
FIRE FIGHTERS, LOCAL #8**

**July 1, 2013 - June 30, 2014**



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## ARTICLE 1 - PURPOSE OF AGREEMENT

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

## ARTICLE 2 - RECOGNITION

- 2.1 The CITY recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all uniformed members beginning when assigned to a platoon, excluding the Chief, Assistant Chief, Fire Marshal and Deputy Assistant Chief.
- 2.2 The initial probationary period is nine (9) months from date of hire. Appointments will be made after the successful completion of the probationary period. During a member's probationary period, that member is in an "at-will" employee status and notwithstanding Article 24, may be discharged for any reason or for no reason. Probationary members may not utilize the grievance procedure for disciplinary or discharge actions by the CITY.

### ARTICLE 3 - AFFIRMATIVE ACTION POLICY

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

### ARTICLE 4 - UNION MEMBERSHIP

- 4.1 No employees shall be required to become a member of the UNION as a condition of employment. To assist the employees covered by this AGREEMENT as a group in meeting the costs of planning, negotiating, and administering this AGREEMENT, and of protecting them and promoting their interests, each employee as a condition of the continuing employment shall be required to either maintain membership in, or make equal contribution by paying to the UNION a sum equal to the regular UNION initiation fee and regular UNION monthly dues.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to comply with the

provisions of Paragraph 4.1 above. Confirmed fire fighters or re-hired employees will have thirty one (31) calendar days after the date of confirmation or re-employment in which to comply.

4.4 Should the UNION notify the CITY in writing that any employee has not paid to the UNION the sum equal to the regular initiation fee and/or regular UNION monthly dues, it shall be obligatory upon the CITY to terminate said employee not later than five (5) business days following receipt of such notice.

4.5 The UNION will defend the CITY against any bona fide law suit instituted by an employee within this collective bargaining unit against the CITY on account of the allegation of improper discharge pursuant to Paragraph 4.4 above.

4.6 It is specifically understood that should the CITY be sued, it must immediately give the UNION written notice of said pending law suit so that the UNION will have adequate time to properly investigate and prepare a defense. Further the CITY shall cooperate with the UNION in the defense of said law suit.

4.7 The UNION shall have the right to retain an attorney of its own choosing who shall be solely responsible for the handling of the case. If the CITY determines that it desires its own attorney to represent it in the defense, it shall do so at its own cost and expense. The UNION shall maintain the exclusive right to defend, settle, mitigate or litigate or take whatever action it deems proper or necessary with respect to handling this issue in litigation.

4.8 The UNION will hold harmless the CITY from any and all claims arising out of said discharge if so adjudicated by a court of competent jurisdiction.

4.9 In the event an employee covered by this AGREEMENT is a member of and adheres to a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support any labor organization, then the provisions of Section 39-31-204, Montana Codes Annotated, shall be applicable.

4.10 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership dues from the pay of those employees who individually request in writing that such deductions be made.

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

#### ARTICLE 5 - UNION BUSINESS

5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to adjust grievances as they arise or for any other matters which affect or may affect the relationship between the CITY and UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION.

5.2 The UNION will notify the CITY in writing what representatives (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may



affect hours, working conditions, wages and the relationship between the CITY and UNION.

- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

#### ARTICLE 6 - MANAGEMENT RIGHTS

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

#### ARTICLE 7 - RULES AND REGULATIONS

- 7.1 The UNION agrees that its members shall comply in full with Fire Department rules and regulations, including those related to conduct and work performance.

- 7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their executive board) are invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

#### ARTICLE 8 - UNION ACTIVITY

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

#### ARTICLE 9 - BULLETIN BOARDS

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

#### ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the Union, and the City involving wages, hours, or working conditions. No grievance shall be considered or processed unless it is submitted within twenty (20) working days (defined as Monday through Friday, excluding Holidays) of first occurrence or first knowledge. Grievances or disputes which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

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

platoon. A written decision from the immediate supervisor and/or Battalion Chief will be submitted to both the grievant and the Fire Chief within ten (10) working days.

B. The CITY shall present claims or grievances in writing to the UNION.

- STEP 2      A. If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, he may reduce the grievance to writing and submit it to the UNION for evaluation. The written grievance shall contain the following information:
1. The nature of the grievance and the facts on which it is based.
  2. The provisions of the AGREEMENT allegedly violated.
  3. The remedy requested.

STEP 3      If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) working days. The Fire Chief has ten (10) working days to respond.

STEP 4      The Union may request a meeting to present the grievance to the City Manager. This meeting request must be made within five (5) working days after receiving the response from the Fire Chief. This meeting will be conducted within fifteen (15) working days of receipt of the request.

- A. This meeting shall consist of:
  - 1. Fire Chief or his/her designee.
  - 2. Grievant and Union representative.
  - 3. City Manager or his/her designee.

The City Manager will render his decision within ten (10) working days.

STEP 5 If within ten (10) calendar days the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as per 10.1, Step 5A and 5B.

- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the MT Board of Personnel Appeals. The charging party will strike from the list first. By mutual consent another process can be utilized.
- B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an apparent economic effect or impact less than five thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance may be subject to final and binding arbitration only if mutually agreed upon.

C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek an Arbitrator's determination.

D. Arbitrator's Authority: In any case where final and binding arbitration is utilized the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, and/or regulations having the force and effect of law.

The expenses of arbitration shall be borne by the two parties equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

STEP 6 If the CITY does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the UNION

misses a deadline, the grievance shall be denied.

#### ARTICLE 11 - WAGES

Employees shall be compensated according to Schedule A contained in

Addendum 1.

#### ARTICLE 12 - Shift Schedule

##### Shift Schedule Pilot Program

12.1 Without establishing prevailing rights, and without prejudice to either party's reservation of rights in future negotiations, the CITY and UNION mutually agree to enter into a Shift Schedule Pilot Program to determine the safety, viability and affordability of a 24-48-24-96 shift schedule as compared to a 10-10-14-14 shift. Under the Shift Schedule Pilot Program, it is mutually agreed to that during the Pilot Program the CITY and UNION adopt a shift schedule consisting of one 24 hour shift followed by 48 hours off and then an additional 24 hour shift followed by 96 hours off. Shift change will be at 0730 hours. One hour will be required during each shift for physical conditioning. The pilot program will be implemented beginning April 4, 2014 and continue through April 4, 2016 subject to the terms and conditions stipulated below:

A. 24-48-24-96 Shift Schedule:

1. Assigned Work, breaks, meals and Alarm time will be set forth below. If emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

2. Assigned Work Time, Monday through Sunday

0730- 1900 – consisting of 11.5 hours of structured work time with two fifteen minute breaks, one hour midday meal and one hour mandatory physical conditioning period

1900 – 0730 12.5 hours of alarm time

- B. Night Drills - Administration can request members to perform night training during alarm time, on an as needed basis, in order to maintain training requirements. These members will be “flexed” hour for hour alarm time for the hours worked within the same shift when possible. Repayment of this time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Chief.
- C. Customer Service - Administration can request members to perform customer service during alarm time. These members will be “flexed” hour for hour alarm time for the hours worked within the same shift when possible. Repayment of this time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Chief.
- D. Holidays and hours outside the designated work periods shall be Alarm Time.
- E. Alarm Time is defined as being that time members must be at their assigned stations for fires, other emergencies, and life safety issues; and all facilities for rest and rehabilitation are at their disposal.
- F. Fire Inspector(s) work period(s) will consist of one of the following

schedules selected by the Fire Inspector annually:

- a. Four (4) ten (10) hour days on a rotating basis: Monday through Thursday with four (4) days off, followed by Tuesday through Friday with two (2) days off, excluding holidays.
- b. Four (4) ten (10) hour days, Monday through Thursday, excluding holidays.
- c. Five (5) eight (8) hour days, excluding holidays.

The Fire Marshal has the ability to add up to two (2) hours of work per week when needed.

- d. The Fire Inspector may be required to work on shift whenever manning drops below 13 personnel for one 12 hour period per week, during the times of 07:30 to 19:30, Monday through Friday, excluding holidays.
- e. In the event of an unscheduled leave or vacancy that reduces available manning below 13, the Fire Inspector may be temporarily transferred to an affected platoon to work the 24-48-24-96 Shift Schedule until the platoon returns to full strength.
- f. Fire Inspector's hours worked, compensation and vacations:
  - i. Fire Inspector shall earn comp time, vacation and sick leave hours at the same rate as shift personnel.
  - ii. Fire Inspector shall receive the same compensation as those working a 42 hour work week.
  - iii. Compensatory time usage shall be in accordance with Article



16.4.

- iv. If Fire Inspector is required to work beyond a forty-two (42) hour work week, he/she shall be compensated as outlined in Article 12, subsection 2.
- v. Fire Inspector will be able to sign up to work extra hire back shifts the same as other members of the department and be compensated as per Article 12.5.
- vi. Special inspections or events may be assigned and will be included in the 42 hour work week.
- vii. Fire Inspector will be granted one hour for required physical conditioning on a daily basis as per Article 12.1.

12.2      Budget Impact: CITY will monitor those activities directly associated with the shift schedule to determine fiscal or operational impact. Those activities monitored will include, but not be limited to, overtime pay and acting pay for hire-backs related to sick leave (Article 13). Data will be accumulated monthly and reported quarterly to the City Manager for review. Data will be shared with members of the UNION Executive Board, to be discussed with the City Manager in regularly scheduled quarterly meetings.

12.3      Training hours and competency: CITY will monitor training hours to ensure members are able to maintain needed competency levels. Data will be accumulated monthly and reported quarterly to the City Manager for review. Data will be shared with members of the UNION Executive Board, to be discussed with the City Manager in regularly scheduled quarterly meetings.

- 12.4 Safety/Health/Accidents: CITY will monitor safety issues and will investigate each injury or property loss to determine if there is any relationship with the 24-48-24-96 shift schedule. Data will be accumulated monthly and reported quarterly to the City Manager for review. Data will be shared with members of the UNION Executive Board, to be discussed with the City Manager in regularly scheduled quarterly meetings.
- 12.5 Final decision on the Shift Schedule Pilot Program: After the completion of the Shift Schedule Pilot Program, the Fire Administration with input from UNION will prepare a report and make a final recommendation to the City Manager. The City Manager will then make a decision whether or not to accept the recommendation as to the Shift Schedule. The parties then shall meet to mutually agree to a final shift schedule. If the parties are unable to mutually agree to a final shift schedule, the parties may submit the issue to final and binding arbitration. All data generated during the pilot program may be utilized by either party during the arbitration, if needed.
- 12.6 Call back: Employees required to return to work during their off-duty hours shall be compensated at a rate of time and one-half (1½) their gross hourly rate for the actual hours worked, with a minimum guarantee of four (4) hours, except for employees required to return to appear before any judicial body shall be paid for such time at one and one-half (1½) the employee's gross hourly rate for the actual hours worked, with a minimum guarantee of two (2) hours.
- 12.7 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half

(1½) times their gross hourly rate, computed to the nearest half (½) hour.

12.8 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 one (1) fire fighter, one (1) driver/operator (or acting driver/operator) and one (1) officer (or acting officer) per front line unit of response to maintain four (4) stations with a minimum of thirteen (13) personnel. If sufficient personnel are not available to meet these minimum staffing requirements, personnel shall be hired back in accordance to Article 12.8. Units shall not be placed out of service for reasons of insufficient personnel. Management reserves the right to assign any additional personnel as needed.

12.9 Hire back: Employees may volunteer to work extra shifts, when requested by the City, compensated at the employee's gross hourly rate. Hours worked in excess of the maximum hours related to the declared work period as identified under the Fair Labor Standards Act will be compensated at one and one-half (1½) times the employee's gross hourly rate. This provision shall be of no force or effect if total Platoon strength falls below sixty (60) personnel and shall have no effect on the City's right to reduce such personnel.

12.10 Employees will be paid on an hour for hour basis for the following:

- A. Employee agrees to attend off-duty activity at the request of the CITY.
- B. Employee obtains prior approval of the CITY to attend off-duty activity at the request of the employee.

These activities shall include, but are not limited to: all classroom and field training sessions, and meetings, which are requested by the CITY. The provisions

of this section may be altered only by mutual agreement between the Union and the CITY.

### ARTICLE 13 - SICK LEAVE

- 13.1 Employees shall earn 8.5 hours of sick leave for each month of service.
- 13.2 An employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:
1. Illness;
  2. Injury;
  3. Medical disability;
  4. Maternity-related disability including prenatal care, birth, miscarriage, abortion, and/or other medical care for either employee or child;
  5. Quarantine resulting from exposure to contagious disease;
  6. Medical, dental, or eye examination or treatment;
  7. Care of or attendance to immediate family member for any of the aforementioned;
  8. Death in immediate family.
- 13.3 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:
- A. Report immediately to his Battalion Chief the reason for absence at least one (1) hour prior to shift change.
  - B. If the absence is for more than one shift (24 working hours) in length, the employee must keep his Battalion Chief informed of his condition.
- 13.4 Illness or death in immediate family:
- A. Immediate family shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren and immediate family of spouse. Administrative staff may approve annual or sick leave to attend the funeral of other relatives and friends. This approval will only occur when not

requiring hire backs.

- B. Illness requiring the attendance of the employee: Sick leave for all employees shall be limited to 24 working hours.
- C. Death in the immediate family: Forty (40) hour employees shall use no more than 42 working hours total for death and funeral in or out of state. Shift employees shall use no more than 48 working hours for death and funeral in or out of state.

13.5 Miscellaneous Sick Leave Provisions:

- A. Appointments for medical, optical, and dental care shall be charged to sick leave if it is not possible to schedule these appointments on days off. Only the time actually required for the appointment will be approved.
- B. Maternity leave may be charged against sick leave credits.
- C. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, or leave without pay at employee's option.
- D. Illness that occurs during an employee's vacation shall be charged to sick leave if requested and verified before the end of the next pay period.
- E. The Fire Chief or his designee may require appropriate verification and/or a Doctor's release for any absence which is charged to sick leave.  
  
If such verification is requested and not provided, the request for sick leave shall be disallowed.
- F. All other provisions pertaining to sick leave shall be in accord with Montana State Law and the Code of the City of Great Falls.

- G. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the physician so he/she can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.
- H. The CITY will reimburse the employee for the office co-pay incurred to obtain a Fit for Duty to Return to Work release when required by the CITY for each non-worker's compensation related illness or injury.
- I. Parental leave may be charged against sick leave credits up to one hundred twenty (120) hours regardless of the shift for birth fathers and adoptive parents.

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

#### 13.7 FAMILY AND MEDICAL LEAVE

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

#### ARTICLE 14 - INJURY ON DUTY

- 14.1 Employees unable to work as a result of an injury incurred through reasonable employee acts while in actual performance of City assigned fire fighting, training or equipment testing duties shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation medical benefits to be eligible for such leave.
- 14.2 Such injury leave shall extend for a maximum of one year as provided in §7-33-4133, MCA, unless it is determined sooner by competent medical authority approved by the CITY that the employee can return to work and perform any duties throughout the City for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a physician selected by the CITY.
- 14.3 During such injury leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular salary for the period. Such injury leave shall not be charged against the employee's sick leave or vacation. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible.
- 14.4 An employee who is injured and is medically able shall report within eight (8) hours, followed by a written report within twenty-four (24) hours, any injury to his supervisor, Assistant Chief or designee and to take such first aid or medical treatment as may be necessary under the circumstances.

## ARTICLE 15 - LIGHT DUTY

- 15.1 Employees on workers' compensation wage loss benefits that have been released to light duty must inform their immediate supervisor, Assistant Chief or designee that he/she is able to report to work for light duty. If an employee fails to notify their immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee will be subject to disciplinary action.
- 15.2 Employees on sick leave, other than I.O.D., who have been released to light duty, may request assignment to light duty. The Department will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury. Job duties/assignments for light duty will be consistent between I.O.D. and injury/sick off duty. If an employee chooses not to return to light duty, he/she will be entitled to use available sick leave in accordance with Article 13.
- 15.3 The light duty shift shall be a forty (40) hour week, Monday - Friday from 8 AM - 5 PM with one full hour off for lunch 12 PM - 1 PM, or as mutually agreed to by the affected employee and the Fire Chief.

## ARTICLE 16 - HOLIDAYS

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

New Years Day,  
Martin Luther King Day,  
Presidents' Day,  
Memorial Day,  
Independence Day,

Labor Day,  
Veterans' Day,  
Thanksgiving, 4<sup>th</sup> Thursday and Friday in November  
Christmas Day,  
General Election Day



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

16.3 Compensatory time usage:

A. Employee shall be granted usage of compensatory time in addition to their regular vacation schedule.

B. Employees shall be granted usage of compensatory time at times that the manning of shifts is above minimum staffing levels, except for situations of natural or man-made disasters, threats, or security issues.

1. During times that manning of shifts allows an employee to use compensatory time, that employee shall not be responsible to be available to return to work during the compensatory time the employee has been granted.

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

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

2. The maximum number of hours of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.

3. For those employees whose current balance is above 160 hours, their current balance is the maximum amount that can be accrued. Any additional compensatory time earned shall be paid in the pay

period it is earned. Once their balance falls below their current level, no additional hours may be accumulated until their balance falls below 160 hours. At that point, 160 hours becomes their new maximum allowed to be accrued.

#### ARTICLE 17 - UNIFORM ALLOWANCE

- 17.1 Personnel required to wear a uniform other than the "work uniform" will be provided with the required uniform.
- 17.2 All protective gear shall be provided by the CITY.
- 17.3 Uniform articles damaged beyond repair during fire fighting operations shall be replaced by the CITY. Damage to said uniform articles shall be approved and verified by the Battalion Chief prior to replacement.

#### ARTICLE 18 - SHIFT EXCHANGE

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

#### ARTICLE 19 - LEAVE OF ABSENCE

- 19.1 It is understood and agreed by the parties hereto that the CITY may grant leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time. Employees must self-pay health coverage premiums while on an approved leave of absence. No leave of absence shall be granted for an employee to accept outside employment, except for training and

community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City Manager.

- 19.2 If an eligible employee requests a leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act.

#### ARTICLE 20 - WORKING OUT OF CLASSIFICATION

- 20.1 Any member assigned the duties of a rank higher than his/her current rank shall be entitled to receive the higher pay of the acting position for actual hours worked. This does not apply to the Article on Shift Trading (Article 18).

#### ARTICLE 21 - PROMOTIONAL TESTING

- 21.1 The UNION shall have a qualified representative of their choosing to observe all phases of promotional exams (if the representative chosen is a member of the Fire Department, he must be of rank equal to or above the rank being examined). The representative selected by the UNION shall not be compensated by the CITY.
- 21.2 The City will establish and maintain the Fire Department promotional policy in cooperation with a Promotion Policy Committee consisting of three (3) members appointed by the Union and two (2) members appointed by the Fire Chief. The Fire Chief will also be a member of the Committee. The Committee will be consulted in establishing and revising all policies relating to promotional procedures. The Committee will deliberate and make decisions by consensus. This committee shall meet at least on a quarterly basis each year.

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

## ARTICLE 22 - VACATIONS

- 22.1 Vacation accumulation and usage will be in accordance with State law and department policy.
- 22.2 Straight departmental seniority (by platoon) shall prevail in selecting vacation times.
- 22.3 Vacation leave credits for those employees working forty-two (42) hours per week shall be in accordance with the following schedule:

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

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

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

- A. Before the vacation calendar is circulated, the Deputy Assistant Chief will notate any scheduled out-of-state training opportunities between January 1

through March 31 for the National Fire Academy. Employees are encouraged not to select vacation dates that fall on these designated training dates, unless absolutely necessary; however, one (1) vacation selection will be allowed during this period.

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

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

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

#### ARTICLE 23 - PERSONNEL REDUCTION

- 23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.
- 23.2 Seniority means the rights secured by non-temporary, full time employees by length of continuous service with the Great Falls Fire Department. Seniority shall not be effective until a nine (9) month probationary period has been successfully completed, after which time seniority shall date back to the last date of hire.

- 23.3 Seniority shall be broken when an employee:
- a. voluntarily terminates;
  - b. retires;
  - c. is discharged;
  - d. fails to report to work after layoff within thirty (30) calendar days.

#### ARTICLE 24 - NON-DISCRIMINATION

- 24.1 No employee shall be discharged except for justifiable cause.

#### ARTICLE 25 - JURISDICTIONAL DUTIES

- 25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.
- 25.2 No fire fighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

#### ARTICLE 26 - MEDICAL INSURANCE

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

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health insurance plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a

fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$783/month (Column A below).

Any additional premium charges after 7/1/13 and all increases in premiums through 6/30/14 will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

Coverage	7/1/13		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$166	\$32
Ee & Child(ren)	\$783	\$166	\$92
Ee & Spouse	\$783	\$166	\$97
Family	\$783	\$166	\$128

- a. Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or

modify any or all of the added benefits with no obligation to negotiate.

- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

#### ARTICLE 27 - JURY DUTY

- 27.1 An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY.
- 27.2 An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. Employees will be required to report back to work, regardless of the time dismissed, if not on annual leave.

#### ARTICLE 28 - HEALTH/SAFETY

- 28.1 The CITY and UNION agree to jointly promote the safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by and be representative of the UNION.
- 28.2 The Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety/Accident Review Committee of reasonable safety rules and regulations involving the Fire Department.
- 28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and file a written report to the Fire Chief, City Manager, the City's Safety/Accident Review Committee, and the Union. The report shall be the basis for recommending preventative measures.



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

#### ARTICLE 29 - TOBACCO USE

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

#### ARTICLE 30 - SAVINGS CLAUSE

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

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

#### ARTICLE 31 - SUPPLEMENTAL AGREEMENT

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

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

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

#### ARTICLE 32 - MEAL ALLOWANCE

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

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

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

#### ARTICLE 33 - DATA ACCESS

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

#### ARTICLE 34 – LABOR MANAGEMENT COMMITTEE

34.1 To enhance communications between Labor and Management there shall be a labor-management committee consisting of no less than four (4) UNION representatives and four (4) CITY representatives. The Committee shall meet at least quarterly.

#### ARTICLE 35 – LINE OF DUTY DEATH BENEFIT

35.1 If an employee is “killed in the line of duty”, the City agrees to pay the health insurance premium for dependants who are on the plan at the time of his/her death for twelve (12) months. The determination as to whether or not an employee was “killed in the line of duty” will be made by the City’s workers’ compensation carrier.

#### ARTICLE 36 – RESIDENCY

36.1 As a condition of employment, all firefighters hired after September 21, 1999, shall be required to maintain their primary residence within a maximum of thirty (30) minutes of Fire Station 1, located at 105 9<sup>th</sup> Street South, Great Falls, Montana. The Fire Chief or his designee will determine residency compliance utilizing Google Map internet mapping software. In the event this software

program becomes obsolete, Management reserves the right to utilize alternate mapping software of its choice after conferring with the Union. New employees shall be required to comply with residency requirement within one hundred and eighty (180) days of employment with the City of Great Falls.

ARTICLE 37 - TERM OF AGREEMENT

- 37.1 This AGREEMENT shall be effective as of the first day of July, 2013 and shall remain in full force and effect through the thirtieth day of June, 2014. This AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.
- 37.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in force for one (1) year from expiration date.

EXECUTED at Great Falls, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF GREAT FALLS, MONTANA

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

\_\_\_\_\_  
City Manager

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

LOCAL #8  
INTERNATIONAL ASSOCIATION  
FIRE FIGHTERS AFL-CIOCLC

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Vice President

## ADDENDUM 1

### SCHEDULE A

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

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

Ranks	Rank % X's FF	7/1/2013
Probationary Fire Fighter	FF X's .95	\$3,385
Fire Fighter (After 6 mos.)*		\$3,563
Fire Fighter First Class	15%	\$4,098
Engineer	20%	\$4,276
Captain	34%	\$4,775
Battalion Chief	53%	\$5,452

It is agreed that after six months of employment, employees will receive 100% of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary period.

\*Beginning 7/1/08, EMT-Basic Certification of 2% was added to the Fire Fighter base wage.

#### CERTIFICATION PAY:

Paramedic certification pay:

1. Fire Fighter Base X's 4.5%  
Criteria: 1<sup>st</sup> increase effective upon the Department Administration receiving proof of Paramedic certification
2. Fire Fighter Base X's 7%  
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)
3. Except for the period from January 1, 2014 to April 1, 2014, members will not receive Paramedic certification pay above the rank of Captain.

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

#### Inspector:

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

#### Engineer:

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

#### LONGEVITY:

\$15.50 per month per year of service.

In the Matter of Factfinding Between	)	
	)	
	)	
	)	
	)	
International Association of Fire Fighters,	)	
Local 8 (Union),	)	
	)	
and	)	FACTFINDER'S REPORT
	)	
	)	
City of Great Falls,	)	
(City).	)	
	)	
	)	

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BEFORE: David W. Stiteler, Factfinder

APPEARANCES:	For the Union:
	Ricky Walsh
	Vice President, District 7
	IAFF
	PO Box 5604
	West Richland, WA 99352
	For the City:
	David Nielsen
	Attorney at Law
	170 Mendocino Dr.
	Helena, MT 59601

PROCEEDING LOCATION: Great Falls, Montana

PROCEEDING DATE: January 7, 2014

RECORD CLOSED: January 7, 2014

REPORT ISSUED: January 27, 2014

## REPORT

### INTRODUCTION

The parties started negotiating a successor to their 2010 – 2013 collective bargaining agreement in March 2013. In the fall of 2013, the Union declared impasse. At that time, there were still a number of unresolved issues.

The parties were unable to resolve the impasse through mediation and they moved the dispute to factfinding. Through the procedures of the Board of Personnel Appeals, the parties selected David W. Stiteler as the factfinder.

The Factfinder met with the parties on January 7 in Great Falls. The parties had met the previous day and resolved two of the three remaining issues. The sole issue presented to the Factfinder concerned work schedules. The parties offered documents and testimony, and thoroughly explained their respective positions on the issue. After they finished their presentations, the Factfinder closed the proceeding.

### ISSUE

The issue is whether the Union's proposed changes to Article 12, Work Schedules, should be recommended for inclusion in the parties' successor agreement, or whether the current schedule should continue for this contract period.

### FINDINGS OF FACT

1. The Union represents a bargaining unit of about 60 firefighters employed by the City's fire department (Department). David Van Son is a captain in the Department and the president of the Union. He has worked for the Department for around 18 years.
2. Greg Doyon is the city manager. He has been in that position since 2008. Randy McCamley is the fire chief. He started with the Department in 1983, worked his way through the ranks, and eventually was appointed chief.
3. The Department operates four fire stations. There are three platoons.
4. City fire fighters currently work a 10/14 schedule. Under that schedule, fire fighters work two 10-hour day shifts, then two 14-hour night shifts, followed



by four days off. The time between the two night shifts is 10 hours. Fire fighters average 42 hours a week.

5. The 10/14 schedule has been in place for the Department since at least 1971, with the exception of a five-year period from 1989 to 1994.
6. In 1989, the City had budget problems. It laid off eight fire fighters and closed one station. The parties agreed to change the fire fighters' work schedule because they expected it to save enough money to reopen the closed station.
7. The schedule they adopted in 1989 was a 24/48 schedule with a Kelly day every fifth shift. As under the 10/14 schedule, this meant a fire fighter worked an average of 42 hours in a workweek.
8. There was no information available about the impacts of the 1989 schedule change on either the Department or the fire fighters. McCamley is the only one of those present at the factfinding who worked for the Department during that period. He personally did not like the 24/48 schedule.
9. For reasons not entirely clear on this record, the parties switched back to the 10/14 schedule in 1994.
10. Over the years, members of the Union talked about proposing a return to the 24/48 schedule. Until a few years ago, the membership was about evenly split on the matter so the Union did not make a proposal.
11. As the Union got ready to open negotiations for a successor to the 2010 – 2013 agreement, there had been both demographic and cultural shifts in its membership. The current membership unanimously favored returning to the 24/48 shift schedule.
12. Fire fighters' individual reasons for wanting the change varied. The most commonly cited concerns with the current schedule were safety issues and the negative impacts on family life.

13. The current schedule limits the time fire fighters can spend with their families, particularly on weekends. As they rotate through the schedule, they spend about half the year working every weekend day.
14. Fire fighters also believe that it is often not possible to get adequate rest between the two 14 hour night shifts. It can be difficult to sleep during the day, and the demands of family life regularly interfere with their ability to rest.
15. In addition, the Department's call volume has increased each year, and the pattern of calls shows that night calls occur regularly. Currently, every time there is a call, the alarm rings at all four stations. This makes it difficult to get any meaningful rest during the night shifts.
16. The schedule change was the Union's number one priority in bargaining. However, either the Union did not clearly identify this issue to the City as its main priority, or the City did not hear the message the Union was sending.
17. For its part, the City approached the negotiations cautiously. The City was in the process of trying to settle a legacy financial liability issue related to its involvement in an electric cooperative. Doyon met with representatives of the Union and other labor organizations representing City employees in the spring of 2013 to let them know that the City's financial position was not good.
18. The Union made concessions in other areas during negotiations, dropping all economic demands and accepting a wage freeze, in hopes of getting the City to agree to the schedule change. Again, however, the City did not understand that the Union believed that its acceptance of the wage freeze was a quid pro quo for the City's agreement to a schedule change.
19. None of the six most comparable fire departments in Montana uses the same schedule as Great Falls. Four of them use a schedule based on 24-hour shifts. The schedule in Helena is 24 hours on, 48 off, with a Kelly day each sixth shift. In Billings, the schedule is 24 hours on, 48 off, for seven shifts, followed

by six days off. The schedule in Kalispell is 24 on, 48 off, with 10 Kelly days per year. In Butte, it is 24 on, 72 off.

20. Bozeman uses a 48-hour shift. The schedule is 48 on, 96 off, with 10 Kelly hours per work period.
21. The only comparable department that uses 10/14 schedule is Missoula.
22. Missoula is also the only comparable department where fire fighters average 42 hours a week. The remaining five comparables average 43.5 to 53 hours per week.
23. From the Union's perspective, switching to its proposed schedule would be relatively seamless. Fire fighters would average the same number of hours per week. There would be no change in staffing or significant cost increases.
24. The City raised concerns during bargaining about possible increases in overtime costs. The Union back-tested its proposed schedule against overtime records for the preceding year. According to the Union, the results indicate that the Union's proposed schedule would have increased the City's overtime costs by around \$3,600 for the year, if its assumptions were accepted. The City believes that the Union's estimate is too low, and that the number would be closer to \$18,000. The Union attributes the difference in calculations to the fact that the City's number includes emergency callback overtime while the Union's includes only minimum manning.
25. In response to the Union's proposal, McCamley did considerable research on the topic. That research, discussed below, convinced McCamley that there would be potential health and safety risks for fire fighters and the City in switching to a 24 hour based schedule. McCamley felt the research showed that sleep deprivation was less of an issue on a 10/14 schedule, since the effects of sleep deprivation do not usually manifest until someone has been awake more than 16 hours.

26. McCamley's second reason for opposing the schedule change was operational needs. He was concerned that the change would lead to a loss of structured hours, which are used for training, maintenance, and inspections, among other things. He also thought there would be a loss of productivity in a 24-hour shift.
27. McCamley also opposes the schedule change for financial reasons. In addition to increased overtime expense, he is concerned there could be increased costs in sick leave and acting pay, and issues with callback. He thought there might be a potential increase in liability.
28. Because the City determined that it was not prepared to move to a 24-hour schedule, it did not make a counter-proposal. As a result, the parties did not discuss the topic as thoroughly as they might have otherwise.
29. In addition to the specific concerns raised by McCamley, the City was reluctant to consider the change because of possible unintended or unanticipated consequences. From Doyon's perspective, it would be better for the City to have a year to stabilize its finances after the legal settlement before considering a major change like this.

#### **CURRENT CONTRACT LANGUAGE**

##### **Article 12 – Work Periods**

- 12.1 It is mutually agreed to work a forty-two (42) hour work week consisting of two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts followed by (4) days off. Inspectors will be scheduled to work a forty (40) hour work week consisting of five (5) eight (8) hour shifts followed by two (2) days off. However, Inspectors may be required to work one (1) ten (10) hour day shift per week. The Fire Chief shall establish schedules designating work periods.
  - A. Work periods on the day shift shall be eight (8) hours for each shift Monday-Friday with one full hour off for noon and evening meals. If

emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

On Monday – Friday normal work periods on night shift will conclude at 10 PM. Activities after 10 PM will relate to life safety issues, i.e. response to complaints of blocked or locked exits, violation of occupancy requirements or inspections of special events to ensure the public's safety. This does not eliminate the option of the Company Officer, Battalion Chief or Assistant Chief from using the time between 10 PM and 2 AM to complete tasks that they determine should have been completed during normal week hours. Make work will not be used to fill this time period.

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

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

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

## UNION'S PROPOSAL

### Article 12 – Work Periods

12.1 It is mutually agreed to work a forty-two (42) hour work week consisting of one 24 hour shift followed by 48 hours off and an additional 24 hour shift followed by 96 hours off. ~~two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts followed by (4) days off. Inspectors will be scheduled to work a forty (40) hour work week consisting of five (5) eight (8) hour shifts followed by two (2) days off. However, Inspectors may be required to work one (1) ten (10) hour day shift per week. The Fire Chief shall establish schedules designating work periods.~~

- A. Work periods will be from 0730 till 1730 Monday – Sunday with one full hour off for noon meal. ~~on the day shift shall be eight (8) hours for each shift Monday-Friday with one full hour off for noon and evening meals.~~ If emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

~~On Monday – Friday normal work periods on night shift will conclude at 10 PM.~~ Activities after 10 PM 1730 will relate to life safety issues, i.e. response to complaints of blocked or locked exits, violation of occupancy requirements or inspections of special events to ensure the public's safety. This does not eliminate the option of the Company Officer, Battalion Chief or Assistant Chief from using the time between ~~10 PM 1730 and 2 AM 1930~~ to complete tasks that they determine should have been completed during normal week hours. Make work will not be used to fill this time period.

- B. ~~Saturday's work period will be 8:00 AM – 5:00 PM with one full hour off for lunch.~~ Administration can request members to perform customer service on ~~Saturday night~~ Self-improvement time. These members will be granted hour for hour self-improvement time for hours worked. Repayment of this time will be coordinated with the Captain and Battalion Chief and forwarded to the Assistant Chief.

\* \* \* \* \* [The parties agreed on a new subsection C regarding the fire inspector's work schedule. That provision is not at issue.]

- D. One hour will be required during each shift for physical conditioning.
- E. ~~On Sundays, all four (4) Stations will be available to perform customer service/training for two (2) hours. At least one (1) Engine Company will be available to attend special training course not available during normal work week. Engine companies not assigned to perform customer service activities or special training courses may choose to participate in them if their crews so desire, and the Battalion Chief approves. Sunday night shift shall be self-improvement time.~~
- F. Holidays and hours outside the designated work periods shall be self-improvement time.
- G. Self-improvement time is defined as being that time members must be at their assigned stations for fires, other emergencies, and life safety issues, and all facilities for rest and rehabilitation are at their disposal.  
  
~~Except for the hours as provided in Section D, work details, classes, and drills are not included in the definition of "self-improvement time", and these and related functions properly fall into the classification of a work period.~~
- H. There shall be a fifteen (15) minute break in the first half of a work period and a fifteen (15) minute break in the second half of a work period.

#### SUMMARY OF PARTIES' POSITIONS

The Union argues the evidence shows that the City is an outlier on firefighter schedules, both in Montana and across the country. Changing the schedule would have no impact on operations or staffing, and minimal financial impact, if any. The Union made concessions to the City in other areas of bargaining, particularly on economic terms. The current shift is unreasonable in its negative impacts on firefighters' quality of life and morale.

The City argues that the Union, as the party proposing a change in the status quo, has the burden of proof. The current schedule has existed for many years. Recent studies have shown that sleep deprivation can lead to health issues, and that a

24-hour schedule causes more sleep deprivation and sleep inertia issues. The City also has concerns about possible financial and operational issues. The Union did not show a compelling need to make the change, nor did it establish that the current schedule is unworkable or inequitable.

## DISCUSSION

I find that the Union made a case for its proposal to change the schedule. For the reasons explained below, however, I will not recommend that its proposed schedule be included in the contract at this time. Instead, I offer an alternate suggestion for the parties' consideration.

Both parties addressed the burden of proof. That concept may be a key part of interest arbitration, but I do not find it of much use in this proceeding. The goal of factfinding is to try to pave the way for the parties to settle their contract, not to write the contract for them.

The City raised three main objections to the Union's proposal.

First, the City contends there could be economic consequences to making the change. The information on this point does not paint a clear picture. It does appear, even from the Union's calculations, that there may be an increase in overtime costs, however.

The Union argues that any overtime increase would be small and that the City could easily afford it. The City's position is that, given the precarious state of its budget following the legal settlement, no increase in costs is insignificant.

In addition to overtime, the City also is concerned about increased sick leave and acting pay. Neither side offered any estimates for those subjects.

There is no serious debate that the City's budget is not in great shape. It is understandable that City officials are reluctant to make such a significant change when its economic impacts are unknown. That said, it is worth keeping in mind that the Union agreed to accept a wage freeze and abandoned other economic proposals in



light of the City's budget. Whether the Union communicated to the City that its concessions were a trade off for the schedule does not matter in this context.

It is also worth remembering that when the parties adopted a 24-hour schedule in 1989, it apparently was done at the City's behest, and done because the parties expected it to save money.

With that latter point in mind, I factored the City's feared, but unknown, economic concerns into my recommendation.

Second, the City has operational concerns, particularly about the possible loss of structured time.

Structured time is certainly important, and it is a legitimate City interest to make sure that it is not diminished. The problem is that no one can say with any certainty whether implementing the Union's proposal would result in less structured time. The same is true for other possible operational concerns, such as night drills.

The available information indicates that about 70% of the fire departments in the U.S. use some variation of a 24-hour shift schedule. Those departments must have some of the same operational issues as the Department. Yet, they apparently have managed to address those issues and function with a 24-hour schedule.

I do not believe this issue is a serious impediment to a 24-hour schedule for the Department. It did not play a significant role in my recommendation. However, the parties would have the opportunity under the recommendation to determine if the City's operational concerns are justified and/or to make adjustments to address any concerns that arise.

Finally, the City objected to the Union's proposal for health and safety reasons. Those reasons include not only concerns about City liability and on-the-job safety and performance, but also concerns about fire fighters' personal health and well-being.

Fire fighters' work schedules have been the subject of some debate in recent years. Underlying much of the debate about schedules has been a discussion about the negative effects on health caused by sleep deprivation.

It is reasonably well settled at this point that not getting enough sleep is unhealthy. Among the health problems linked to insufficient sleep are increased risk of cardiovascular disease and heart attacks, high blood pressure, stroke, diabetes, obesity, depression, and certain forms of cancer.

Studies also show that inadequate sleep can have an effect on a person's performance at work. Among the work problems associated with a chronic lack of sleep are increases in accidents, diminished alertness and attention, and reduced capacity to learn and remember.

Studies of these health and safety issues have become more common in the past decade. That has led to increasing discussions in the fire suppression industry about the wisdom of the 24-hour shift.

It has also led to labor and management raising disputes in interest arbitration proceedings about which schedule is the most appropriate. The Union provided two such decisions in support of its proposal.

In the first, Arbitrator Marc Greenbaum granted a union proposal for a 24-shift schedule. The city in that case had presented an expert witness who offered testimony about the health and safety issues associated with sleep deprivation, and his view that a 24-hour schedule would increase sleep deprivation problems. The arbitrator did not discount that evidence, but noted that the trend was that departments in the region were abandoning the 10/14 schedule in favor of some version of a 24-hour schedule. He further noted that none of those departments, having made the switch, had switched back. He concluded that the experience of these other departments indicated that the 24-hour schedule could be safely adopted. That fact, coupled with the lifestyle and family benefits for fire fighters, convinced him to award the union's proposal. *Local 1992 and Town of North Attleboro* (2003).

The other case was *The City of Airdrie and Airdrie Professional Fire Fighters Association*, a 2012 interest arbitration decision from Alberta, Canada. The dispute between those parties ran along the same lines as the *North Attleboro* case, though

there was also a complex legal issue involving Alberta's Employment Standards Code. In *Airdrie*, however, there was already a 24-hour schedule in place, and the city proposed to change it, to either a 12/12 or a 10/14. The panel considered the city's arguments, including all the evidence about sleep deprivation, and decided to continue the status quo of the 24-hour schedule.

The City presented two papers that have been done on the subject. The first, *The Effects of Sleep Deprivation on Fire Fighters and EMS Responders*, was produced by doctors from Oregon Health & Science University in 2007 in cooperation with the International Association of Fire Chiefs. The report explains the physiological impacts of sleep deprivation and discusses studies done in other industries (transportation, medical interns). The authors acknowledge the limited number of studies on fire fighters, but nonetheless offered the following conclusions:

- Fire fighters have documented increases in their risks for cardiac disease and malignancies, which are also illnesses that may be promoted by the chronic sleep deprivation associated with long work hours.
- Fire fighters and EMS responders are at risk for the decrements in mental and physical performance that have been well documented among others working long hours and during the night.
- Fatigue among fire fighters may be related to the disproportionately higher fireground injury rates observed for the early morning hours.
- Fatigue when driving may increase the risk of crashes when driving following long work hours. Long commutes following work may be a particular hazard.

The final section of the report addresses various measures that employers can take to manage work hours to combat sleep deprivation issues.

The second paper is from 2011 and was prepared by the Ontario [Canada] Association of Fire Chiefs and Ontario Municipal Human Resources Association.<sup>1</sup> The authors make clear that their purpose is not to evaluate different shift patterns, but to provide information on the health and safety impacts of long hours and the implications for fire departments. After chronicling the human body's response to shift work and the impacts on performance and health from sleep deprivation, the paper recommends that further research be done to determine if a 24-hour shift poses a greater health and risk for fire fighters than the 10/14 shift.

In addition to those papers, the information provided by the parties, including the arbitration awards, discusses the competing opinions of two sleep researchers, Dr. Steven Lockley and Dr. Linda Glazner.

Lockley, who testified for the employer in both arbitration cases, is of the opinion that a 24-hour shift would increase health and safety risks because it would increase the amount of sleep deprivation. He based his opinion mainly on studies of doctors and truck drivers.

On the other side, Glazner believes that the 24-hour shift would be less damaging to health than the 10/14 schedule. She based her conclusion on the fact that there would be more recovery time following the 24-hour shift, and there would not be the disruption that comes from switching between day and night shift.

The materials also reference a 2005 study by Defence Research and Development Canada on fire fighter work schedules. As relevant here, the study concluded that a 24 on, 72 off schedule was best. According to the research, the length of recovery time between shifts is the most critical factor. The study also found that having to switch between day and night shift every few days was one of the worst schedules for causing sleep deprivation.

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<sup>1</sup> This has been a trending topic in Canada in recent years. That is in part because, unlike the U.S., most Canadian fire departments have used the 10/14 schedule. There has been a push by fire fighters in Canada within the last decade to switch to some version of the 24-hour schedule, and there is a growing trend for departments to do that.

In addition to sleep deprivation and its attendant problems, the City also mentioned sleep inertia. That condition occurs when one awakes from sleep, particularly suddenly. It can take 20 to 30 minutes to be fully alert.

I considered that issue, and reviewed the discussions of it in all the materials provided. It did not factor in my recommendation for several reasons. Most importantly, sleep inertia is a potential problem under either schedule. If fire fighters are awakened from sleep, whether on a 14-hour night shift or during the night portion of a 24-hour shift, they will have to deal with sleep inertia.

The upshot is that all this information is inconclusive. It is clear that sleep deprivation is bad for health and can cause work problems. It is also clear that working long hours at night can lead to sleep deprivation. There is also research indicating that *any* shift work can cause health problems. Missing is definitive research about which schedule, one based on a 24 work shift or the 10/14, causes less of these problems.

In the end, I based my recommendation on other factors.

This is a significant issue for the Union. A common theme from those present at the proceeding was that the current schedule undermines family life and is bad for morale. Though neither side talked about recruitment and retention issues, continued use of a schedule perceived as unfriendly to families may become a problem in recruiting and/or retaining fire fighters in the future, especially if the City is unable to stabilize its finances to keep wages and benefits competitive.

I agree with the point that since the City has no control over what fire fighters do on their off time, there is no guarantee that fire fighters showing up to work the second of the 14-hour night shifts will be fully rested. The testimony of the fire fighters here was consistent with that view.

I also agree with Glazner's conclusion that a schedule, such as the 10/14, that requires employees to switch between a day and a night shift every few days is more

disruptive to natural circadian rhythms than one which is fixed. That is, I believe, a logical and intuitive conclusion given the nature of normal human sleep patterns.

I note that some version of the 24-hour schedule is the predominant schedule for fire departments in this country. The studies produced so far do not establish that a 24-hour shift based schedule is inherently more dangerous than a 10/14. From a health perspective, neither schedule is ideal.

Another reason to look at a 24-hour schedule over a 10/14 is that the 10/14 requires fire fighters to sleep during the day between night shifts in order to be adequately rested for work. In a small study released this week, researchers found that sleeping during the day is so contrary to the body's natural sleep-wake cycles that it disrupts gene activity. Moreover, the researchers noted that the study showed a bigger impact on gene activity from daytime sleep than an earlier study on sleep deprivation.<sup>2</sup>

Nonetheless, I appreciate the City's concerns about the unknowns and unforeseeable consequences resulting from a change of this magnitude. I am also mindful of the City's struggles to bring stability to its budget.

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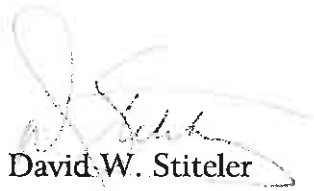
<sup>2</sup> Results of the study, titled "Mistimed sleep disrupts circadian regulation of the human transcriptome," were released on Monday, January 20, and will be published in the Proceedings of the National Academy of Sciences.

## RECOMMENDATION

Having considered all the information presented by both parties, I offer the following recommendation to resolve their bargaining impasse.

The City should implement a pilot program of the Union's proposed schedule. The schedule should be put into effect in one of the four fire stations, using neither the least nor the most busy station. This pilot program should be in effect for the remainder of the current fiscal year and the next fiscal year. The parties should use the time under the pilot program to determine what impacts, if any, there would be on the Department's budget if the schedule was implemented in all stations. The parties should also study the impacts, if any, on operations and safety issues.

Respectfully issued this 22th of January, 2014.



David W. Stiteler  
Arbitrator