



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: Greg Doyon – City Manager

Presented By: Greg Doyon – City Manager

Action Requested: Approve Collective Bargaining Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) the collective bargaining 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.

Summary: The City's labor negotiation team (Manager Doyon, Deputy Reichelt, City Attorney Sara Sexe, Fire Chief Hester, Fiscal Service Director Kinzler) completed negotiation with IAFF Local #8 through their representative Ricky Walsh on November 6, 2015. Negotiations commenced in August 2014, proceeded to mediation on November 24, 2014, and then to Fact Finding on May 5, 2015. With no agreement after mediation, the contract was ultimately scheduled for binding arbitration on November 23-24, 2015. Ratification of the proposed agreement by the Commission will eliminate the need to continue with binding arbitration.

Background:

The current Collective Bargaining Agreement (CBA) with Local 8 expired June 30, 2014.

City negotiators and Local 8 representatives began discussions in August 2014. Numerous negotiating sessions were held. The City offered its last, best and final offer on September 10, 2014. The union disagreed with the City's package proposal and mediation was scheduled.

Montana Code (Title 39, Chapter 34) outlines the process used by parties to reach agreement. The first two processes include mediation and fact finding, both of which are 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 November 24, 2014. William Smith was assigned by the Montana State Board of Personnel Appeals to mediate. No agreement was reached during mediation. As a result, the parties agreed to the next step and selected a Fact Finder.

On March 13, 2015, a Fact Finding session was held before Patrick Halter. On May 5, 2015 Fact Finder Halter issued his findings. Mr. Halter identified three issues as pending before him: 1. Hire-Back Overtime, 2. Compensatory Time Use, and 3. Wages.

Local 8 indicated that its primary negotiating focus was to secure for its members overtime for hire-backs to be paid at time and one-half after a 42 hour work week. The Fair Labor Standards Act (FLSA) does not require overtime to be paid to firefighters until they have reached over 212 hours during a 28 day pay period. Local 8 believed that overtime was an equity issue as other city departments and statewide fire agency labor agreements include payment at time and one-half for overtime. The City contended that no other firefighter labor agreement in the state of Montana has a minimum manning clause requiring a specific number of personnel on duty (Article 12.8). The City also contended that it agreed in good faith to complete a new pilot program period (24-hour shift cycle) and desired to complete that program before making substantive changes which may affect the financial analysis of the program. The pilot program began on April 4, 2014 and is scheduled for completion and review on April 4, 2016. While current data reflects that the new shift is working positively, the trial period is not complete.

Arbitration was scheduled for November 23 and 24, 2015 before Luella Nelson, arbitrator. Before arbitration was held, the parties reengaged in negotiations to attempt resolution. A tentative agreement was reached on November 18, 2015, when Local 8 voted to accept the tentative agreement and approve the attached collective bargaining agreement.

The major changes from the previous agreement are attached in a memorandum from Chief Hester as well as economic impact projections.

Fiscal Impact: Fiscal impact is noted on Chief Hester’s attached memorandum. However, key financial impacts are highlighted below. As with other CBA’s, Local 8 contract includes a provision 90/10 percentage split on health insurance increases.

Wages

Year	Increase	Total Wage Projected
FY 2014/2015	\$52,592	\$3,506,141
FY 2015/2016	\$88,968	\$3,647,702
FY 2016/2017 <i>First Half</i>	\$109,431	\$3,757,133
FY 2016/2017 <i>Second Half</i>	\$28,178	\$3,785,311
<i>Total</i>	\$279,169	

Overtime Impact (Projected)

Based on Hirebacks-FY 2015/2016	\$55,260 annually
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Health Insurance (After increase and 90/10 Split)

Coverage	7/1/14		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$204	\$34
Ee & Child(ren)	\$783	\$204	\$96
Ee & Spouse	\$783	\$204	\$101
Family	\$783	\$204	\$133

Alternatives: The Commission may choose not to approve the labor agreement, in which case, the City and Local 8 would likely continue negotiations and possibly reschedule binding arbitration.

Attachments/Exhibits:

1. Proposed labor agreement between the City of Great Falls and the IAFF, Local 8.
2. Factfinder's Report Dated May 5, 2015
3. CBA Changes Memorandum

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 administrating this AGREEMENT, and of protecting them and promoting their interests, each employee as a condition of the continuing employment shall be required to either maintain membership in, or make equal contribution by paying to the UNION a sum equal to the regular UNION initiation fee and regular UNION monthly dues.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to comply with the provisions of Paragraph 4.1 above. Confirmed fire fighters or re-hired employees will have thirty one (31) calendar days after the date of confirmation or re-employment in which to comply.
- 4.4 Should the UNION notify the CITY in writing that any employee has not paid to

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

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

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

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

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

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

4.10 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership

dues from the pay of those employees who individually request in writing that such deductions be made.

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

ARTICLE 5 - UNION BUSINESS

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

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 7 - RULES AND REGULATIONS

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

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

ARTICLE 8 - UNION ACTIVITY

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

the United States of America.

ARTICLE 9 - BULLETIN BOARDS

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

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the Union, and the City involving wages, hours, or working conditions. 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

A. 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.

B. 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.

C. Holidays and hours outside the designated work periods shall be Alarm Time.

- D. 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.
- E. 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 two (2) [to go into effect January 1, 2017] 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 12.9. 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 offered by the City to fill staffing requirement, and will be compensated at one and one-half (1½) times the employee's gross hourly rate. [to go into effect January 1, 2017]

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/ALTERNATIVE DUTY ASSIGNMENT

15.1 Employees on workers' compensation wage loss benefits that have been released to light duty /alternative duty assignment 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 /temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating physician.

ARTICLE 16 - HOLIDAYS

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

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

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

16.3 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 emergencies requiring callbacks of additional personnel, natural or man-made disasters, threats, or security issues as determined by the Fire Chief or his/her designee.
 - 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	7/1/14		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$204	\$34
Ee & Child(ren)	\$783	\$204	\$96
Ee & Spouse	\$783	\$204	\$101
Family	\$783	\$204	\$133

- 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 twenty-four (24) months.

35.2 If an employee is killed in the line of duty, all funeral-related cost will be covered by the CITY, up to \$15,000.

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 9th 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, 2014 and shall remain in full force and effect through the thirtieth day of June,2017. 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 _____, 2015.

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	7/1/2014 1.50%	7/1/2015 2% + 0.5% market	7/1/2016 2% + 1% market	1/1/2017 0.75%
Probationary Fire Fighter	FF X's .95	\$3,436	\$3,522	\$3,627	\$3,655
Fire Fighter (After 6 mos.)*		\$3,616	\$3,707	\$3,818	\$3,847
Fire Fighter First Class	15%	\$4,159	\$4,263	\$4,391	\$4,424
Engineer	20%	\$4,340	\$4,449	\$4,582	\$4,616
Captain	34%	\$4,847	\$4,968	\$5,117	\$5,155
Battalion Chief	53%	\$5,534	\$5,672	\$5,842	\$5,886

The Union agrees to accept reduced wages in exchange for the City to agree to pay one and one-half-time OT for hire back referred to in Article 12.9.

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: 1st increase effective upon the Department Administration receiving proof of Paramedic certification
2. Fire Fighter Base X's 7%
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)
3. 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.

RETROACTIVITY: The signing of this contract will be retroactive to July 1, 2014

**BEFORE
PATRICK HALTER
FACTFINDER**

Factfinding Case No. 3-2015

In the Matter Between

**Local 8
International Association of Fire Fighters
AFL-CIO, CLC
(Local, Union)**

and

**City of Great Falls
Great Falls, Montana
(City, Employer)**

Appearances

For the Local:	Timothy J. McKittrick, McKittrick Law Firm David J. Van Son, President, Local 8 Ricky J. Walsh, IAFF Vice President, District 7
For the City:	Sara R. Sexe, City Attorney Gregory T. Doyon, City Manager Linda Williams, Human Resources Manager Stephen A. Hester, Interim (Acting) Fire Chief

Issues

Hire-Back Overtime
Compensatory Time Use
Wages

Hearing

March 13, 2015

Post-Hearing Briefs

April 13, 2015

Findings & Recommendations

May 05, 2015

BACKGROUND

Pursuant to Article 2 - Recognition in the Collective Bargaining Agreement between International Association of Fire Fighters Local 8 and City of Great Falls, Montana, the Local is “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 but excluding the Chief, Assistant Chief, Fire Marshal and Deputy Assistant Chief.”

Local 8, a labor organization, and the City of Great Falls, a public employer, had a collective bargaining agreement (CBA) with a term of July 01, 2013 - June 30, 2014. On August 26, 2014 the Local and City commenced negotiations for a successor CBA and continued negotiations over wages, hours, fringe benefits and other conditions of employment at reasonable times on August 27, September 08, September 10 and September 29, 2014. There were a total of five (5) bilateral sessions. The City tendered its “last, best and final offer” to the Local on September 10 and on September 29 the Local presented its “last, best and final offer” to the City. No bilateral negotiations occurred after September 29, 2014.

On October 01, 2014, the Local requested mediation pursuant to MCA § 39-31-307.¹ Mediation did not result in a resolution of issues. After mediation the next step in the dispute resolution process, in accordance with MCA § 39-31-308, is factfinding.²

Factfinding commenced on March 13, 2015. At the outset of the hearing a discussion ensued, as requested by the Factfinder, on the chronology of negotiations, proposals exchanged and issues disputed. Based on the parties’ representations to the Factfinder, there are three (3) issues subject to findings and recommendations.

¹Montana Code Annotated (MCA) § 39-31-307. Mediation of disputes, states:

If, after a reasonable period of negotiation over the terms of an agreement or upon expiration of an existing collective bargaining agreement, a dispute concerning the collective bargaining agreement exists between the public employer and a labor organization, the parties shall request mediation.

²MCA § 39-31-308. Initiation of factfinding – designation of fact finder, states:

- (1) If, upon expiration of an existing collective bargaining agreement or 30 days following certification or recognition of an exclusive representative, a dispute concerning the collective bargaining agreement exists between the employer and the exclusive representative, either party may petition the board to initiate a factfinding.
- (2) Within 3 days of receipt of such petition, the board shall submit to the parties a list of five qualified, disinterested persons from which the parties shall alternate in striking two names. The remaining person shall be designated the fact finder. This process shall be completed within 5 days of receipt of the list. The parties shall notify the board of the designated fact finder.
- (3) If no request for factfinding is made by either party before the expiration of the agreement or 30 days following certification or recognition of an exclusive representative, the board may initiate factfinding as provided for in subsection (2) above.

ISSUES

There are 3 issues. On September 08, 2014 the City packaged them into a single, whole proposal (referred to as the “package proposal”) whereas the Local proposed each issue separately.

Issue one involves Article 12 - Shift Schedule at § 12.9, Hire back. The Local proposes that a firefighter on hire back³ receive compensation at time and a half (1-1/2) or overtime; its proposal would be in effect beginning the last six (6) months of the CBA’s third year. The City’s package proposal is to maintain the wording in § 12.9 providing straight-time compensation.

Issue two is Article 16 - Holidays, § 16.3, Compensatory time usage. The City initially proposed to change some of the language in § 16.3, ¶ B. The Local countered with a proposal adding the ***bold italicized words*** - - displayed below - - to the current wording in ¶ B.

- 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 ***emergencies requiring callbacks of additional personnel***, natural or man-made disasters, threats, or security issues ***as determined by the Fire Chief or his/her designee***.

Section 16.3 is included in the City’s package proposal and, as such, the 3 issues in the package are not subject to division.

Issue three addresses wages in Addendum 1 - Schedule A. Under its package proposal, the City offers the following wage increases during the term of the CBA:

Year 1 -	7/1/14 – 1.5%
Year 2 -	7/1/15 – 2% on base + .5% market adjustment
Year 3 -	7/1/16 – 2% on base + 1% market adjustment
Year 3 -	1/1/17 – 2% market adjustment

The Local accepts the City’s wage offer; however, the City’s package proposal is a whole proposal and not divisible by the Local to accept one parcel in the City’s package (wages) and reject another parcel in the City’s package (hire-back overtime).

To facilitate review and discussion in this report, the 3 issues will be referred to or described as hire-back overtime, “comp” time and wages.

³“The term ‘hire back’ means when the staffing level on a shift falls below the manning of (13) firefighters due to a firefighter being injured or sick, then the employer has a rolodex system whereby it calls the firefighter on the rolodex list and asks that firefighter to take the shift of that sick or injured firefighter. The firefighter has the option of whether or not he or she will take that shift. If the firefighter chooses not to take the shift, then the next person on the rolodex will be called and be given the opportunity. ... Hire backs differ from ‘call backs’ in the CBA. A call back is a firefighter who is called to work in an emergency situation. Call backs receive overtime pay under the CBA.” [Local Br. at 4]

SUMMARY OF LOCAL'S POSITION

This factfinding hearing is pursuant to MCA § 39-31-309.⁴ According to the Local, the only issue for the Factfinder is whether hire-back overtime should be submitted to arbitration as the parties agreed on comp time and wages. "The evidence is clear and convincing" that on September 10, 2014 the City "agrees to" the Local's counter to the City's proposal for comp time and the Local agreed to the City's wage offer. [Tabs 22, 23] Although the City argues it presented a package proposal, it "agreed" (past tense) to the Local's counter-proposal on comp time. "A piece of paper labeled 'package proposal' does not alter the fact of negotiation." [Br. at 10]

As for hire-back overtime, the Local's proposal for compensation at the overtime rate is a recurring proposal over the years in successive negotiations. In the Local's view, the City displays disrespect for firefighters by providing overtime for another 24-hour operation (police) but denying it for firefighters. Further disrespect for the firefighters is the City disclosing at the hearing that it under-funded the pension plan for firefighters by \$157,000; this violates "the rights of firefighters with regard to their pension." [Br. at 16]

Relevant considerations in an interest arbitration proceeding advanced by the Local for consideration in this factfinding over hire-back overtime are itemized under MCA § 39-34-103(5).⁵ For example,

⁴MCA § 39-31-309. Factfinding proceedings, states:

- (1) The fact finder shall immediately establish dates and place of hearings.
- (2) The public employer and the exclusive representative are the only proper parties to factfinding proceedings.
- (3) Upon request of either party or the fact finder, the board shall issue subpoenas for hearing conducted by the fact finder. The fact finder may administer oaths.
- (4) Upon completion of the hearings, but no later than 20 days from the date of appointment, the fact finder shall make written findings of facts and recommendations for resolution of the dispute and shall serve the findings on the public employer and the exclusive representative. The fact finder may make this report public 5 days after it is submitted to the parties. If the dispute is not resolved 15 days after the report is submitted to the parties, the report must be made public.
- (5) When a party petitions the board to initiate factfinding, the cost of factfinding proceedings must be equally borne by the parties. When the board initiates factfinding, the cost of factfinding proceedings must be equally borne by the board and the parties.
- (6) Nothing in 39-31-307 [Mediation of disputes.] through 39-31-310 [Submission of issues to arbitration.] prohibits the factfinder from endeavoring to mediate the dispute in which the fact finder has been selected or appointed.

⁵MCA § 39-34-103. Powers and duties of arbitrator for firefighters and public employers, states, in part, as follows:

- (5) In arriving at a determination, the arbitrator shall consider any relevant circumstances, including:
 - (a) comparison of hours, wages, and conditions of employment of the employees involved with employees performing similar services and with other services generally;

considering comparability of overtime provisions in CBAs for the City's employees, the Local notes that "[e]very union in the City of Great Falls, other than the firefighters, have an overtime provision in their CBAs." [Br. at 11] The state-wide survey conducted by the Acting Fire Chief supports the Local's proposal; fire departments across Montana provide overtime in their CBAs. IAFF Vice President Walsh covers the IAFF's District 7 (Alaska, Idaho, Montana and Washington) and is familiar with hundreds of CBAs. Walsh testified that in District 7 only Orca Island (WA) and Meridian (ID) do not provide hire-back overtime. Walsh testified that the City stands out as an "anomaly" on this issue in District 7.

Aside from comparing the firefighters to the City's other employees and to firefighters on a state-wide and District 7 basis, the Local states that it supported the City during the financial crunch caused by the failed electric-power business venture by accepting a wage freeze and agreeing to other financial concessions. The City's financial position has improved since that time - - 3 years past - - and its credit rating is not in disrepair as the City has funds valued at 16.5% of the general fund balance held in reserve to cover two (2) months of expenses.

Additionally, the City created a new, non-bargaining unit position (Deputy Fire Marshall); the new position will expense at \$84,000 annually whereas the Local's proposal for hire-back overtime is expensed at \$60,000 to \$64,000 annually. In other words, the Local's proposal is approximately \$20,000 less than the expense for the new position. This difference in expense between the new position and the Local's proposal is indicative of the City's financial ability to pay hire-back overtime.

The Local asserts that the City's budget is, in actuality, nearly \$100,000,000 annually whereas the City Manager testified the budget is approximately \$25,000,000 annually. Using the City Manager's dollar value, the Local's proposal for hire-back overtime is one quarter of one percent (.0026%) of the City's annual budget.

As for the 2-year trial period for the recently agreed-to and implemented 24-hour shift,⁶ the City acknowledged that firefighters work the same number of hours under the new shift schedule as under any other shift schedule including the old schedule.⁷ Using the criteria agreed upon by the City and the Local for evaluating the 24-hour shift with an audit conducted on a quarterly calendar, datum so far reveals no impact on safety or finances. This is further support for the Local's argument that the City has the financial ability to pay.

A recommendation for hire-back overtime is warranted given the comparability data and City's ability to pay.

-
- (b) the interests and welfare of the public and the financial ability of the public employer to pay;
 - (c) appropriate cost-of-living indices;
 - (d) any other factors traditionally considered in the determination of hours, wages, and conditions of employment.

⁶One 24-hour shift, followed by 48-hours off duty, followed by another 24-hour shift, followed by 96-hours off duty (24-48-24-96).

⁷Two 10-hour day shifts, followed by two 14-hour night shifts, followed by four days off.

SUMMARY OF CITY'S POSITION

The City's package proposal is consistent with its past practice in negotiations to bundle issues into a whole, single proposal. This is acceptable in collective bargaining as reflected in judicial decisions interpreting the National Labor Relations Act (NLRA). That is --

As we stated in *NLRB v. Tomco Communications, Inc.*, 567 F.2d 871, 883 (9th Cir. 1978):

Absent abuse *** it is perfectly legitimate for a party to retract a proposal before the other side has accepted it. It may do so because the offer was germane only to the context in which it was made *** or because it has further determined the relative bargaining strengths of the opposed sides. The law does not require that each offer and indication of possible acceptance be included in the final contract before a legal impasse is reached.

The proposal, as a package, was the result of hard bargaining-bargaining ... We must assume that the proposal ... was the result of compromise and that concessions may well have been tendered in some areas with the hope of securing agreement on those provisions which the Union chose to reject. 'To bargain collectively' does not impose an inexorable ratchet, whereby a party is bound by all it has ever said.⁸

The City possessed finite funds for collective negotiations with all bargaining units. When the Local rejected the City's package proposal on September 08, 2014, the City repackaged its proposal twice in an effort to reach agreement. During negotiations the City informed the Local that two (2) economic issues -- wages and hire-back overtime -- were linked together in the package. In other words, the Local could not "pick and choose" to its liking, discard any item it disliked and then return to the bargaining table on the discarded item(s). Notwithstanding the package and repackaged proposals by the City, the Local proceeded to separate the issues by accepting some -- wages and comp time -- and rejecting the other -- hire-back overtime.

Since the Local seeks to change the status quo for a hire back from the straight-time rate of pay to an overtime rate of pay, the burden of proof resides with it to justify the change reflected in its proposal. As set forth in a decision issued in an interest arbitration proceeding, the City states that the Local must establish with evidence that (i) the status quo or existing situation is unworkable or inequitable, (ii) a *quid pro quo* exists for the change and (iii) there is proof of a compelling need to change the status quo.⁹

Aside from the Local's burden of proof, the City relies on MCA § 39-34-103, Powers and duties of arbitrator for firefighters and public employers, which itemizes considerations, such as comparability and ability to pay, for use in evaluating the Local's proposals.¹⁰ The City argues that its financial ability to

⁸*National Labor Relations Board v. Pittsburgh-Des Moines Corp.*, 663 F.2d 956, 959-960 (9th Cir. 1981).

⁹*In Re the Arbitration Between the City of Kalispell and International Association of Fire Fighters, Local No. 547*, Case No. 09-0211.

¹⁰See fn. 5 at pp. 4-5.

negotiate wages is not limited to bargaining with the firefighters but encompasses other bargaining units as well. Also, there are unique circumstances present such as the 2-year trial for the newly implemented 24-hour shift schedule. Also, other terms relevant to firefighters' employment with the City (as compared to other municipalities) must be assessed in resolving this negotiation dispute.

The City does not have the financial ability to fund (i) the wage proposal and (ii) hire-back overtime. During negotiations the City informed the Local that wages and overtime were linked in the package proposal. The City offered the wage proposal contingent on hire backs continuing to receive straight-time compensation. Over the course of a 3-year CBA, the City's wage proposal is valued at \$262,472; another \$60,000 to \$64,000 annually would be required to fund hire-back overtime bringing the total cost of the economic proposals on wages and hire-back overtime in a range of \$322,472 - \$326,472 annually. Due to budgetary constraints, the City is without the financial ability to fund both wages and hire-back overtime.

For example, there is the continuing overhang from the electric-power business venture. Specifically, the City maintained its bond rating with credit-rating firms by assuring such firms that it would achieve and preserve a reserve balance valued at seventeen (17) percent of its general fund balance. This reserve account covers 2 months of expenses. Although the City reached 16.5% it has not attained the 17%. At the end of FY 2014 the City anticipated an improvement in its fund balance but projected tax receipts in FY 2015 have not been realized. This highlights the problematic nature of attaining the 17% reserve balance and, simultaneously, obligating funds for hire-back overtime. Aside from the unrealized tax receipts, other unforeseen financial setbacks for the City are a \$30,000 repayment of block grant funds, an additional \$157,000 payment of acting pay for firefighters into the firefighters' pension plan as a result of an audit conducted by the State showing an inadvertent under-payment, and a \$1,200,000 potential liability which may surface due to a trial on a contract dispute where monetary payment for the City is not covered by insurance.

When considering compensation for firefighters, the City reviews wages for firefighters in Class 1 municipalities throughout the State with a focus for the City to maintain its position in the middle range. Before agreeing to hire-back overtime, other provisions in the CBA must be addressed. Specifically, provisions that require fixed manning (minimum staffing) and the 4-man platoon structure. The Local has, traditionally, objected to any discussions over those items. An alternative to hire-back overtime would be to add a firefighter in a "floater" assignment to increase available staff and reduce the number of hire backs. None of these alternatives were considered during negotiations as impasse was declared by the Local when it requested mediation.

The City is the only Class 1 municipality in Montana that has a minimum staffing clause in its CBA. The City has a 4-man platoon with a 42-hour workweek. This minimum staffing structure hinders flexibility in staffing compared to a 3-man platoon system that is scheduled for more weekly hours. Cities throughout Montana that are not Class 1, as well as those in the IAFF's District 7 advised by Mr. Walsh, supplement staffing at fire departments with part-time or volunteer firefighters. Those options are not available to a Class 1 municipality in Montana.

Firefighters are not similarly-situated to law enforcement personnel (police). Firefighters work a 24-48-24-96 schedule which is six (6) to seven (7) shifts monthly; police do not have a shift schedule similar to the firefighters. Aside from the differences between police and firefighters with shift schedules, there is the consideration of "alarm time" in the firefighters' CBA. The City states "alarm time" is similar to on-

call; however, firefighters on “alarm time” are not assigned tasks and the CBA requires that “all facilities for rest and rehabilitation are at their disposal” whereas there is no such provision in the CBA for police. Besides the financial considerations and alternatives to hire-back overtime, the parties are in the midst of a 2-year trial or pilot program to monitor the effects of the recently implemented 24-hour shift. Significant economic change, such as hire-back overtime, could skew the results of this pilot program. The City opposes changing payouts which affect overtime half way through the pilot program. The Local’s President acknowledged in testimony that there would be a financial impact with overtime pay and acting pay for hire backs needed due to sick leave.

Since 1982 a firefighter on hire back receives straight-time pay and earns overtime in accordance with the Fair Labor Standards Act (FLSA), e.g., overtime for the firefighter when he or she works more than 212 hours in a 28 day period. Since the Local failed to carry its burden of proof to change the status quo, the Local’s proposal for hire-back overtime should not be recommended.

FINDINGS

Factfinding is a process primarily reserved for collective bargaining disputes in the public sector although its genesis is rooted in the private sector where, since 1926 under the Railway Labor Act,¹¹ the President has been authorized to appoint factfinding boards in certain rail disputes and, dating from 1935 with the NLRA,¹² authorization exists for the President to establish a Board of Inquiry when a strike imperils national health or safety.

In the public sector there are approximately thirty-eight (38) states with public collective bargaining laws that provide for factfinding. Even in states where a county or municipality may not be subject to the state-wide public sector labor law, such as New Mexico, factfinding is a staple in the dispute resolution process. This broad spectrum use of factfinding demonstrates the inherent persuasive effect it possesses for resolving disputes on the basis of facts with written findings and recommendations.

Regardless of the genesis of factfinding in the private sector and its application in the public sector, factfinding requires the parties to identify issues in dispute and to present evidence and arguments justifying their positions to a neutral factfinder or panel. The factfinder evaluates the parties’ arguments and makes recommendations for the resolution of each issue in dispute.

This factfinding proceeding follows mediation and collective, bilateral negotiations where “[t]he obligation [to bargain] does not compel with party to agree to a proposal or require the making of a concession.”¹³

Under Montana law, findings and recommendations to resolve a negotiation impasse coincides with, if not enhances and promotes, the State’s Policy in public sector labor relations.

¹¹45 U.S.C. § 151.

¹²29 U.S.C. § 177.

¹³MCA § 39-31-305. Duty to bargain collectively - - good faith.

In order to promote public business by removing certain recognized sources of strife and unrest, it is the policy of the state of Montana to encourage the practice and procedure of collective bargaining to arrive at friendly adjustment of all disputes between public employers and their employees.¹⁴

In accordance with the public policy for “friendly adjustment of all disputes between public employers and their employees” coupled with each party’s reference to and reliance on the powers and duties of an arbitrator under MCA § 39-34-103 to consider comparability, ability to pay and other relevant employment items, “written findings of fact and recommendations for resolution of the dispute” are rendered in this factfinding proceeding as required by MCA § 39-31-309(4). Comparability, financial ability to pay and other pertinent employment items such as demonstrated need are commonly recognized as the standards in factfinding and interest arbitration.¹⁵

With respect to the evidence and arguments for wages and comp time, there are none on the merits of a particular proposal by either party because the Local accepted the City’s wage offer and the City accepted the Local’s counter-proposal on comp time. These findings comport with the items in the City’s proposal dated September 10, 2014. If the City intended to propose less than the wage offer extended to the Local on September 10, then the less or different offer was not placed squarely before the Factfinder at the hearing or in the City’s post-hearing brief. Considered singularly or as a package, the wage offer and comp time counter-offer are recommended. The wage offer recognizes the firefighters’ contributions during the financial distress caused by the business venture into electric power and the comp time proposal should facilitate contract administration and enforcement of terms in the CBA.

As for hire-back overtime, the City’s proposal to maintain the status quo with straight-time pay is recommended. The Local is the moving party on this issue; the burden of proof resides with it to establish a demonstrated need for change in the status quo. The record shows that the status quo is functional as designed; it yields a sufficient number of hire backs when needed and there is no indication of turnover or recruitment disadvantages in fire related to or caused by the status quo.

The Local’s argument that firefighters are the only employees with the City that do not have an overtime provision in their CBA is attractive but only partially accurate. The argument is accurate as there are articles titled overtime in the CBAs for Plumbers and Fitters Local No. 41 (Article 9), Montana Public Employees’ Association, Inc. (Article 21), Public Employees Crafts Council (Article 9) and International Brotherhood of Electrical Workers Local Union No. 233 (Article 10). The argument is also accurate in noting that there is no article in the CBA for firefighters titled overtime.

There are, however, negotiated provisions addressing overtime under different scenarios in all of the CBAs. For the CBAs noted above, the negotiated overtime provisions mirror terms in the FLSA for payment of overtime for any time the employee works that exceeds forty (40) hours in a week. There are sections under these articles or sprinkled in other articles that provide overtime when the employee is on standby or call back.

¹⁴MCA § 39-31-101. Policy.

¹⁵*Public Sector Interest Arbitration and Fact Finding: Standards and Procedures* (LexisNexis Labor and Employment Arbitration, 2nd ed. 2006).

For the firefighters, the parties negotiated an overtime provision in Article 12 - Shift Schedule at § 12.6 for call back which the Local describes as “a firefighter called back to work in an emergency situation.” The parties also negotiated to resolution and placed in the CBA another overtime provision in 1982 whereby a firefighter receives overtime in accordance with terms of the FLSA, i.e., exceed 212 hours in a 28-day period. This FLSA term for firefighters is different than the FLSA term in the other CBAs; the FLSA recognizes differences in working conditions for different occupations. At the same time the City and firefighters agreed to this overtime arrangement they further agreed to a provision requiring a specified minimum staffing level. This represents a *quid pro quo* arrangement or trade-off commonly encountered in collective bargaining.

The Local states that police receive overtime and firefighters do not. Uniformed services personnel perform essential public safety functions in a 24-hour operational environment. Even with the commonality of a 24-hour operation within a para-military structure, police and fire are suffused with different customs and traditions that reflect the problematic nature for assessing comparability of provisions in their CBAs.¹⁶ Representative of the differences between the uniformed services are shift arrangements as well as different negotiated terms for overtime.

Firefighters are scheduled for a 24-hour shift (Article 12) whereas police are scheduled for an 8-hour, 9-hour or 10-hour shift (Article 7). The CBA for the Great Falls Police Protective Association provides overtime for law enforcement personnel such that, with some exception, they “may accumulate overtime hours without restriction” (Article 8) whereas the CBA for firefighters provides overtime in accordance with FLSA terms (Article 12).

The CBAs for fire and police provide overtime for call back. The Local states an employee is on call back for an emergency situation. At least with respect to an emergency situation, call back displays similarity to “alarm time” where the firefighter is required to be at the station for an emergency situation. During “alarm time” the City states that a firefighter does not have assigned tasks and, as the City and Local agreed to in Article 12.1.E, “all facilities for rest and rehabilitation are at their disposal.” There is no comparable provision in the CBA for police. The differences in substantive terms of the CBAs for police and fire for overtime and call back and alarm time reflect the differing requirements for the positions in each group and services rendered. The CBAs conform to the uniquely situated demands imposed on each group in a 24-hour operational environment.

The Local seeks to change the status quo for hire back compensation with overtime paid to a firefighter volunteering to fill in as a hire back. The hire back would not be subject to the 212 hour threshold; overtime would be paid for every hour the firefighter serves in a hire back capacity. IAFF testimony described Great Falls as an anomaly across the Pacific Northwest and within Montana by not paying overtime for hire backs. This is a persuasive argument standing alone. Completion of that comparative argument, based on the evidentiary record in this proceeding, is that the City is an anomaly with the inclusion of mandatory manning levels in the CBA. The City did not dispute that it is the only City in Montana not paying overtime for hire backs and the Local did not dispute that the firefighters’ CBA is the only CBA with contractually mandated staffing requirements.

¹⁶*Labor-Management Relations in the Public Sector* (LRP Publications 1999): Chapter 20, Police and Fire Services.

The Local views hire-back overtime separate and apart from staffing and the City views hire-back overtime through the lens of other communities and municipalities without the contractual requirement. Alternative arrangements were not discussed during negotiations.

The City linked wages and hire-back overtime in its package proposal. As noted, the Local considers the items separately. The approximate annual expense of \$60,000 - \$64,000 for hire-back overtime, the Local states, is one quarter of one percent of the City's budget. Calculated within the context of the whole budget, one quarter of one percent is not sizable; however, not all of the funds in the budget are available to fire services as there are competing demonstrated needs among departments and the CBAs for other bargaining units. Even with fire services there are competing needs. Hire-back overtime is a recurring, variable expenditure at a rate established by Federal law and not subject to negotiation in the same manner as wages. The City's wage proposal, accepted by the Local, is approximately \$262,472; the Local's proposal for hire-back overtime constitutes another 23% to 24% on top of the wage proposal. This is coupled with other financial considerations, which were not exposed as embellished or fabricated, of the \$1,200,000 potential liability for the contract dispute and the lesser than projected tax receipts realized in FY 2015.

The landscape of this dispute is reflected in the relief and trade-off each party seeks from the other. The Local seeks hire-back overtime and, in essence, states that providing it aligns the City with other cities and communities in the State and IAFF District 7 whereas the City seeks flexibility in manning along the same lines as other cities in the State. In other words, there is a *quid pro quo* present for further collective negotiations between the parties that aligns the Local and City with the prevailing practices in the State. Until such time as the parties resolve this dispute through negotiations, the status quo remains in effect for hire-back overtime and contractually mandated, minimum staffing.

RECOMMENDATIONS

The recommendation for each issue follows:

Issue One: Hire-Back Overtime

Article 12, § 12.9: Recommend the current wording.

Issue Two: Comp Time

Article 16, § 16.3: Recommend the wording below.

- 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 emergencies requiring callbacks of additional personnel, natural or man-made disasters, threats, or security issues as determined by the Fire Chief or his/her designee.

Issue Three: Wages

Addendum 1 - Schedule A: Recommend the increases below.

Year 1 - 7/1/14 – 1.5%
Year 2 - 7/1/15 – 2% on base + .5% market adjustment
Year 3 - 7/1/16 – 2% on base + 1% market adjustment
Year 3 - 1/1/17 – 2% market adjustment

All evidence and arguments have been considered in rendering the findings and recommendations.

Patrick Halter /s/

Patrick Halter
Factfinder

Signed on this 5th day
of May, 2015



GREAT FALLS FIRE RESCUE

105 9TH Ave South
 Great Falls, Montana 59404
 Phone: (406) 777-8070

DATE: 11/4/2015

TO: Negotiation Team

FROM: Stephen A. Hester, Fire Chief

RE: Collective Bargaining Agreement, IAFF Local 8 Changes.

According to my records the following are the CBA changes;

Section	Changes	Fiscal Impact
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 two (2) 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.	This savings to the City would be difficult to quantify but it does give greater flexibility for manage to release firefighters from a call back sooner when appropriate. FY14/15 – 14 Callbacks / 316.5 Hours / \$11,442.54 7 Non-Emergent Callbacks / 86 Hours / \$3,764.31 We could realize about a 25% savings in call back based on this change.
12.8	Type O change, (“personnel shall be hired back in accordance with Article 12.9 ”)	No fiscal impact
12.9	Hire back: Employees may volunteer to work extra shifts, when offered by the City to fill staffing requirements, and will be compensated at one and one-half times the employee's gross hourly rate . This change (12.9) is effective 01/01/17.	Comparing Hirebacks from the beginning of fiscal year 2015/16 to the present at 1 ½ employee's hourly rate would be an annual increase of \$55,260. As of November 17, 2015 two of the four shifts will have 16 employees assigned which will decrease the number of call backs for those two shifts.
15.1	The Title changed; Alternative Duty Assignment Employees on worker's compensation wage loss benefits that have been release to temporary alternative duty assignment	No fiscal impact
15.3	The temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating physician.	No fiscal impact, the language, “a forty (40) hour work week Monday through Friday from 8 AM to 5 PM with one full hour for lunch 12 PM” ... was struck. This shall add greater flexibility and improve healing getting the employee back to work in less time.
16.3 (b)	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 emergency requiring call backs	No fiscal impact but improves management's ability to maintain staffing levels during major incidents.

Section	Changes	Fiscal Impact
	of additional personnel, natural or man-made disasters, threats, or security issues as determined by the Fire Chief or his/her designee	
26.1	The table reflects an increase of \$38.00 per month increase for each employee per month, or from 166 to 204	Per employee annual fiscal impact \$456 x 61 employees = \$27,816.00 per year
35.1/2	<p>If an employee is “killed in the line of duty” (LODD), the City agrees to pay the health insurance premium for dependants who are on the plan at the time of his/her death for <u>twenty-four 24</u> months.</p> <p><u>If an employee is killed in the line of duty, all funeral-related cost will be covered by the CITY, up to \$15,000. 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.</u></p>	<p>Health Insurance cost according to the contract \$1,088.00 per month x 12 months = \$13,056</p> <p>\$13,056 plus funeral costs of \$15,000 would be a total increase of \$28,056 fiscal impact if the department were to have an LODD</p>
37	Term of the Agreement July 2014 to July 2017	Dates are specified in the contract
No article	Retroactivity	Fiscal Year 2014/15 approximately \$87,000. Plus 6 months 2015/16 approximately \$73,000. This is based on total compensation from the annual budget.
Addendum	<p>Year 1 07/01/14; 1.5%</p> <p>Year 2 07/01/15; 2.0% on base + 0.5% market</p> <p>Year 3 07/01/16; 2.0% on base + 1.0% market</p> <p>Year 3 01/01/17; 0.75 market</p>	<p>Below is a basic outline of the cost for the wage package without the cost of benefits.</p> <p>Current wages \$3,506,141.64</p> <p>101.50% - FY 2014/15 \$3,558,733.76</p> <p>\$52,592.12</p> <p>102.50% - FY 2015/16 \$3,647,702.11</p> <p>\$88,968.34</p> <p>103% - FY 2016/17 \$3,757,133.17</p> <p>\$109,431.06</p> <p>100.75% FY 2016/17 last 6 months 3,785,311.67</p> <p>\$28,178.50</p>