

**MEMORANDUM OF UNDERSTANDING**

**FIREFIGHTERS LOCAL #34**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**AFL-CIO**

**AND**

**CITY OF LITTLE ROCK, ARKANSAS**

**JANUARY 1, 2008– DECEMBER 31, 2011**

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## **PREAMBLE**

This agreement is entered into by and between the City Manager of Little Rock hereinafter referred to as the "City" and Firefighters Local #34, International Association of Firefighters, A.F.L. - C.I.O., hereinafter referred to as the "Union."

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful procedures for the resolution of differences; to maintain a spirit of cooperation and a willingness to work together to best serve this community, and to establish proper standards of wages, hours and other conditions of employment.

It is understood that this Memorandum applies to all covered employees without distinction of gender and without discrimination. It is also understood that the term Firefighter applies to all covered ranks unless otherwise specified.

# **ARTICLE 1**

## **RECOGNITION**

**SECTION 1. - Recognition** - The City recognizes the Union as the exclusive bargaining agent for all uniformed employees up to and including the rank of Captain of the Little Rock Fire Department. Any changes shall be based upon mutual agreement between the City and the Union.

**SECTION 2. - Union Security** - The City will not discriminate in any way against members of the Firefighters Local 34 because of membership in the Union or because of lawful Union activities. Employees shall have the right to join or not to join the Union.

**SECTION 3. - Dues Deduction** - The City agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union Local from the pay of those employees, who authorize such deductions by signing deduction cards approved by the City. The total amount of deductions shall be remitted each month by the City to the Secretary-Treasurer of the Local. The Payroll Deductions Procedure Guideline in effect on the effective date of this agreement, will remain in effect during the duration of this agreement. The Union will maintain its current eight (8) slots plus one for a total of nine (9) slots.

**SECTION 4. - Dues Withdrawal** - Each employee shall be permitted to withdraw the authorization for withholding union dues and assessments by written notice delivered to the City and the IAFF Local 34 from March 2<sup>nd</sup> through 10<sup>th</sup>, and September 1<sup>st</sup> through 10<sup>th</sup>.

**SECTION 5. - Decertification** - If questions should arise as to whether the employees of the Fire Department wish to be represented by Local 34, International Association of Firefighters or any other group, or if any rank of the Department wishes not to be included in the bargaining unit, then an election may be held in the following manner:

- (1) A petition must be submitted by at least thirty percent (30%) of the employees in the present bargaining unit between 90 and 60 days before the expiration of this Memorandum;
- (2) the Federal Mediation and Conciliation Service or any other third party, which is agreeable to both the City and the Union, will conduct an election and fifty-one percent (51%) of those in the bargaining unit must vote for decertification;
- (3) any decertification will not dissolve the Local, which will continue to exist under the Constitution and Bylaws of the International Association of Firefighters; and
- (4) in case of decertification, employees who were covered under this Memorandum shall be governed by the Administrative Personnel Policy and Procedure Manual.

## **ARTICLE 2**

### **TERM OF THE MEMORANDUM**

**SECTION 1. – Term of Agreement** - This Memorandum shall be effective as of January 1, 2008, and shall remain in full force and effect through December 31, 2011, unless otherwise provided herein. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least one hundred twenty (120) days prior to the expiration date that it desires to modify the Memorandum. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the expiration date.

**SECTION 2. – Extension of Terms** - The terms and conditions of this agreement shall remain in effect beyond the stated date of expiration and until a new agreement is reached, upon mutual agreement between both parties.

## **ARTICLE 3**

### **WAGES**

**SECTION 1.** - The salary schedule is set out and attached as Appendix A, which shall be a part of and subject to all provisions of this Memorandum. Salaries for 2008 through 2011 shall be adjusted as shown in Appendix A.

**SECTION 2.** - Longevity Pay, Stand-by Pay, and Emergency Medical Technician (EMT) Pay are shown in Appendix A.

## **ARTICLE 4**

### **SEVERABILITY**

**SECTION 1.** - If any provision of this Memorandum or the application of such provision should be rendered or declared invalid by any existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**SECTION 1.** - The City of Little Rock possesses the sole right to operate and manage the affairs of the City. Such management rights, except as may be modified or limited by the express provisions of this Memorandum include:

1. to determine the mission of the City government,
2. to direct the work forces,
3. to hire, assign or transfer employees,
4. to determine the methods, means and number of personnel needed,
5. to carry out the public services of the City government,
6. to discipline or discharge for just cause,
7. to assign positions to the classification plan and to allocate the grades assigned thereto.
8. to change existing methods of operation or facilities,
9. to introduce new or improved work methods or facilities,
10. to take whatever actions may be necessary to carry out the activities of the City government so long as they are not precluded by any federal, state or local ordinances and the provisions of this Memorandum.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**SECTION 1.** - The Union or any employee may file a grievance within twenty (20) calendar days of the incident giving rise to the grievance, or within twenty (20) calendar days from the time the Union or the employee becomes aware of the grievance, as hereinafter defined, and shall be afforded the full protection of this Memorandum.

**SECTION 2.** - Any controversy or dispute between the City and the Union or any employee concerning the interpretation, enforcement, or application of any provision of this Memorandum may be an occurrence giving rise to a grievance which shall be settled in the following manner:

**Step 1:** An employee shall first discuss a grievance with the employee's immediate supervisor. In this step, employees have a right to Union representation. In this step, it is not required that the grievance be written. Supervisors are encouraged to counsel with their employees who present grievances as well as confer, as necessary, with their own supervisors to ensure that grievances are resolved at this step whenever possible. A supervisor's decision shall be made orally to the employee, and the Union representative if there is one, within five (5) calendar

days of the first notification of the grievance. The majority of grievances should be resolved at this step.

Step 2: If the grievance is not settled by the provision of Step 1, it shall be submitted in writing on the appropriate form within ten (10) calendar days from the receipt of the supervisor's response in Step 1 to the Union Grievance Committee, as provided for in the Union Bylaws.

Within ten (10) calendar days, the Union Grievance Committee shall determine, in their discretion and judgment, whether or not a grievance exists as defined in Section 2 above. If the Union Grievance Committee finds a grievance does exist, the procedure of Step 3 shall apply.

Matters that must be resolved outside the Fire Department affecting a general problem area may proceed directly to Step 3.

Step 3. If the Union Grievance Committee finds a grievance does exist, the Committee and/or the employee shall forward the grievance within five (5) calendar days to the Fire Chief for settlement. The grievant and the Fire Chief, or his/her designee, shall have a right to a conference at this step, at which the employee shall have the right to the Union representative of his/her choice.

Step 4: The Fire Chief shall submit his/her answer, in writing, to the employee involved and the Union Grievance Committee within seven (7) calendar days. If the grievance has not been settled at this step, it shall be sent to the City Manager within seven (7) calendar days for settlement.

Step 5: The City Manager's designee shall jointly meet with the Union Representative to attempt to resolve the grievance. The City Manager's designee shall submit an answer to the Fire Chief, the employee involved and the Union Grievance Committee within seven (7) calendar days. If the City Manager and the Union Grievance Committee have not settled the grievance within that time, it shall then be submitted to mediation within twenty (20) calendar days, as follows:

- (1) The party bringing the grievance shall contact the Federal or State Mediation and Conciliation Service and request a mediator. According to the Mediator's schedule, the Director of Human Resources or Employee Services Manager and the Union Grievance Sub-Committee shall meet to enter into the Mediation Process. At the conclusion of the Mediation Process, the Mediator will give an oral opinion regarding the resolution of the grievance. Both sides shall transcribe the context of the Mediator's oral opinion and the President of the Local and the Human Resources Director or Employee Services Manager shall sign a written statement, in the presence of the Mediator, which both parties agree is an accurate depiction of the Mediator's opinion.
- (2) The signed statement will then be sent to the City Manager for his/her review. The City Manager will then issue a final written decision, which will be distributed to the employee involved, and the Union Grievance Committee within ten (10) calendar days.
- (3) At any time during the process, if a resolution is reached that is agreeable by both the City and the Union Grievance Committee, the remedy shall be written and implemented, after which the grievance shall be considered resolved.

**SECTION 3.** - The Union President, or his/her authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

## **ARTICLE 7 MEET AND CONFER**

**SECTION 1.** - The City and the Union agree to meet as needed at a mutually convenient time to discuss any and all subjects of concern to the Firefighters affected, Local No. 34 of the Little Rock Fire Department or the City government together with any other matters which may improve the relationship between the City and its employees. Individual grievances will not be dealt with in these meetings. The meetings shall be held during normal working hours on the City's premises, without loss of pay to the employees involved.

**SECTION 2.** - The City and the Union agree to limit the number of representatives for Meet and Confer sessions to not more than three (3) participants each. Exceptions to this limit may be granted if either party requires additional participants, such as advisory personnel.

**SECTION 3.** - Such meetings will normally be conducted by the Fire Chief or his/her designated representative. On occasions where matters of citywide policies are concerned, the City Manager or his/her designee may be invited to participate.

**SECTION 4.** - The Union, Fire Chief, and City Officials agree to make all efforts to exchange agendas at least twenty-four (24) hours prior to the meeting date.

(A.) After the conclusion of a Meet and Confer Session, the Union shall present a record of the items discussed, the progress on these and other items of interest, as well as any agreement on items or any other news for review by the Fire Chief.

(B.) The report must be an accurate account of the Meet and Confer Session and will be signed by the Fire Chief within three (3) days before the Union may distribute it to its members.

## **ARTICLE 8 IMPASSE PROCEDURES**

**SECTION 1.** - In the event of an impasse in negotiations between the City and the Union, both parties will appeal to the Federal Mediation and Conciliation Service for mediation to assist in reaching a voluntary resolution of the impasse. The appeal will be made within five (5) calendar days after either party notifies the other in writing that an impasse exists.

**SECTION 2.** - If an impasse continues fifteen (15) calendar days after mediation, either party may, by written notice to the other, request Fact-Finding.

**SECTION 3.** - The Fact-Finding procedure shall be conducted by a Fact Finder to be selected by the City and the Union within seven (7) calendar days after notice has been given.

**SECTION 4.** - If the parties fail to agree on a Fact Finder, the Federal Mediation and Conciliation Service shall be requested by both parties to provide a panel of five (5) Fact Finders. Both, the City and the Union, shall have the right to strike two (2) names from the panel, with the grieving party initiating the process of striking. The remaining person shall be the Fact Finder.

**SECTION 5.** - The Fact Finder shall transmit his/her findings of fact and any recommendations for the resolution of the dispute to both parties within ten (10) days after he/she is selected.

**SECTION 6.** - If the dispute remains unresolved five (5) calendar days after the transmittal of the findings of fact and recommendations, the Fact Finder shall publish the findings of fact and any recommendations for public information.

**SECTION 7.** - The cost of the Fact Finder shall be shared equally by the City and the Union.

## **ARTICLE 9 RULES AND REGULATIONS**

**SECTION 1.** - The Union agrees that its members shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance. The City agrees that departmental rules and regulations which affect this Memorandum shall be subject to the Meet and Confer sessions. New rules, or changes in rules, shall be posted in a conspicuous place prior to becoming effective, except those of an emergency nature. Copies of all existing and future rules and regulations shall be maintained at all duty stations and a copy shall be sent to the Union office.

**SECTION 2.** - All posted Fire Department memoranda, orders, procedure guidelines, transfers, promotions, and retirements shall be faxed or emailed to the Union Office.

## **ARTICLE 10 UNION BUSINESS**

**SECTION 1.** - Employees elected to union office shall be granted time to perform their union functions, and employees acting as union representatives may be granted time to perform union functions, including attendance at conventions, conferences and seminars without loss of pay, not to exceed 600 hours per year that can be used at any time and an additional one hundred (100) non-overtime hours per year that can be used when the Fire Department is not in an overtime situation. Unused days may be carried over to the next year and added to the total allowed. The three (3)

additional members of the negotiating team shall be allowed time off for all meetings which shall be mutually set by the City and the Union. The members of the Union Executive Board (President, Vice-President and Secretary-Treasurer) shall be allowed to attend the regular monthly Union meeting while on duty without the loss of pay.

## **ARTICLE 11**

### **DUTIES OUTSIDE THE SCOPE OF FIREFIGHTING**

**SECTION 1.** - The City agrees that employees in the bargaining unit of the fire department shall not be used to perform any duties except as outlined in their respective job class specifications and/or departmental rules and regulations as approved by the Civil Service Commission and City Board.

**SECTION 2.** - Members of the union will not be required to perform any duties outside the scope of firefighting which violate the rights of any other labor organization.

**SECTION 3.** - Assistance shall be given to other city departments if such assistance is limited to City functions, City-owned facilities or properties, or is for the benefit of City employees. Whenever possible, operations departments shall provide assistance with these tasks. It is understood that this assistance by Fire Department personnel is not intended to replace any assigned function, specific equipment nor employees of any other City department.

**SECTION 4.** - Firefighters shall not be required to use their personal vehicle to report to or relieve at a fire scene nor transport firefighting equipment or personnel to or from a fire scene.

## **ARTICLE 12**

### **MINIMUM STANDARDS**

**SECTION 1.** - The Chief of the Fire Department will be responsible for selecting a representative committee of experienced Firefighters, Firefighting Supervisors, and at least one (1) member of the Union Executive Board to serve on a committee to establish Uniform Minimum Training Standards for all Fire Apparatus Engineers and Captains.

**SECTION 2.** - These Minimum Standards will be used as a guideline in determining if a probationary Fire Apparatus Engineer or probationary Captain has acquired the necessary skills and training to meet the required standards to achieve a permanent appointment as specified in the Civil Service Rules and Regulations. An incumbent of a position in the Little Rock Fire Department

established prior to the adoption of the standards shall be considered qualified and eligible for future progression in accordance with the standards.

## **ARTICLE 13 WORK SCHEDULE**

**SECTION 1.** - Fire suppression personnel shall be on a three (3) platoon system with an average workweek of fifty-six (56) hours. The platoons will be twenty-four (24) continuous hours on duty and have forty-eight (48) continuous hours off. The employees of the Administration and Planning, Fire Prevention and Community Outreach, and Training and Professional Development Divisions shall be on a standard forty (40) hour workweek.

**SECTION 2.** - Before a firefighter can be transferred from one shift to another, he must be given at least three (3) calendar days notice prior to such transfer, except for transfers associated with promotions or the seniority bid system or when in the Fire Chief's judgment an emergency exists.

**SECTION 3.** - The official time for shift change for 56 hour employees on the Little Rock Fire Department shall be 7:00 a.m.

## **ARTICLE 14 WORKING OUT OF CLASSIFICATION**

**SECTION 1.** - Any person covered by this Memorandum who is required to accept the responsibilities and carry out duties of a position or rank above that which he/she normally holds shall be paid at the entry-level rate for that position while so acting.

**SECTION 2.** - It is agreed that when an employee works out of classification that employee shall be paid acting pay in fifteen (15) minute increments. Once eight hours have been reached, the employee shall receive compensation for the full tour.

## **ARTICLE 15**

### **RIGHT OF ACCESS**

**SECTION 1.** - Union officials shall have access to enter Fire Department facilities for the purpose of conducting official business. Such right of access shall not interfere with normal departmental operations.

**SECTION 2.** - The City agrees to furnish and maintain suitable bulletin boards adjacent to or in close proximity to the department bulletin boards. The minimum size of the bulletin boards shall be twenty-four (24) inches by thirty-six (36) inches. Material posted on these boards shall be the responsibility of the Union and shall relate to Union matters to include meetings, union elections, social events, reports and decisions.

**SECTION 3.** - The Union shall have access to Fire Department electronic mail, voice mail, or any other innovative communication systems at the Union office. Installation and utilization of such systems shall be at the Union's expense. The Union may use these systems if given prior approval by the Assistant Fire Chief or the Battalion Chief in charge of Central Station to communicate with members via email, which does not conflict with the city policies on email usage nor conflict with departmental policies and directives, on matters pertaining to union business.

**SECTION 4.** - The Fire Department will maintain an index page on the city computer system with links to all pertinent fire department documents, i.e., Memorandum of Understanding, Department Rules and Regulations, Policy and procedures, City's Administrative Policies and Procedures Manual and Civil Service Commission Rules and Regulations.

**SECTION 5.** - The Executive Committee of Local No. 34 will have direct access, by appointment, to the Chief of the Department and to the Director of Human Resources of the City for such matters that are official Union business.

**SECTION 6.** - Executive Board scheduling meetings directly with other City officials will notify the Office of the Fire Chief in advance.

**SECTION 7.** - Employees will have access by appointment to review both their Departmental and City Personnel files. Employees will be provided copies of all non-routine items placed in either file.

## **ARTICLE 16**

### **SAFETY AND EQUIPMENT COMMITTEE**

**SECTION 1.** - There shall exist in the Little Rock Fire Department, a Safety Committee comprised of nine (9) members. The Committee shall provide input on and make recommendations to the Fire Chief on such health and safety matters as: specifications for the purchase of apparatus,

equipment, personal protective clothing, tools and uniforms; policies and procedures related to safety throughout the Fire Department; methods of reducing accidents involving Fire Department personnel, equipment and apparatus. The Committee shall review reports of all accidents, injuries, and deaths involving Fire Department personnel and may make recommendations to the Fire Chief with respect to any such reports reviewed by the Committee.

**SECTION 2.** - The Committee may recommend to the Fire Chief that field-testing of apparatus, equipment, personal protective clothing, tools or uniforms be conducted prior to preparing specifications for the purchase of such items. If field testing occurs, the Committee shall make recommendations to the Fire Chief with regard to the degree and duration of such field tests, and the Committee shall prepare a written report to the Fire Chief within thirty (30) days of the completion of any such field testing.

**SECTION 3.** - The Committee shall consist of the following nine (9) members:

- a. Four (4) "at-large" members of Local 34, appointed by the Union Executive Board;
- b. Four (4) fire personnel selected by the Fire Chief.
- c. A member of the Human Resources Department appointed by the Director of Human Resources.

**SECTION 4.** - The Committee shall elect a chairman, vice-chairman, and recording secretary at the first meeting of each calendar year, and the Committee shall meet on the first Wednesday of each month. Any change in the date or time of meeting must be sent to all committee members seventy-two (72) hours prior to the change. Written minutes of all meetings shall be prepared and distributed to Committee members and throughout the Fire Department, to the Union, and to the Human Resources Department within two (2) weeks of the date of each meeting.

**SECTION 5.** - Employees will be relieved of duty to attend committee meetings.

## **ARTICLE 17 INCLEMENT WEATHER**

**SECTION 1.** - Efforts will be made to avoid hydrant testing, fire hose testing, physical activities involving outdoor training, and exterior building and grounds maintenance during extreme weather conditions. Extreme weather conditions shall include such conditions as when the current wind chill is forty (40) degrees Fahrenheit or below, when the current heat index is ninety-five (95) degrees Fahrenheit or higher, when frequent lightning is in the vicinity, or when continuous wind speed exceeds twenty-five (25) knots. These limitations will not exclude duties to ensure public safety.

**SECTION 2.** - In the event that there becomes a question of the current weather conditions, a call will immediately made to the National Weather Service (834-0308) to obtain current weather conditions.

## **ARTICLE 18 STATIONS AND STATION BUSINESS**

**SECTION 1. - Livable Work Area** - The City will maintain fire stations in a manner that will afford safe and sanitary living areas; this will include adequate climate control. Firefighters who are assigned to work twenty-four (24) hour shifts will be allowed the use of the kitchen facilities at each station.

**SECTION 2. – Parking** - The City shall provide, without cost to the employees on duty, adequate parking space adjacent to all fire stations and Fire Department facilities. Parking will be free of charge for promotional testing.

**SECTION 3. – Use of Vehicles and Apparatus** – Fire Department personnel may utilize Fire Department vehicles and apparatus to travel to grocery stores located within their first-in response districts. Fire Department crews may purchase food at restaurants as long as the food is then taken directly to their respective fire stations for consumption. Fire Department crews shall not remain at a restaurant or similar facility and consume food purchased there unless such food is provided by the City in connection with feeding crews during emergency situations. Travel in Fire Department vehicles and apparatus for these purposes shall not exceed two (2) such trips per each twenty-four (24) hour shift and shall be limited to matters pertaining to the purchase of or payment for food used for feeding Fire Department personnel on duty during twenty-four (24) hour shifts.

**SECTION 4.** - At no time will any fire apparatus (engine, aerial, rescue, similar vehicle) be left unattended while all members of the crew enter a store to purchase groceries.

**SECTION 5.** - No other station business shall be conducted without the express prior approval of the Battalion Chief in whose area the station is located.

## **ARTICLE 19 VACANCIES AND LAYOFFS**

**SECTION 1.** - Vacancies in the firefighting ranks shall be anticipated by the City so that the Department of Human Resources will be able to maintain promotional eligibility lists and new hire lists as specified by State and Civil Service Law.

**SECTION 2.** - If a Firefighter serves in a continuous acting capacity and is subsequently promoted on a permanent basis, such Firefighter's date of rank shall commence from the date of the acting promotion, provided that such date of promotion does not supersede the date of anyone else who is ranked higher on the Civil Service promotional list and is promoted on a permanent basis prior to the permanent promotion of the employee in question.

**SECTION 3.** - Firefighters may submit their preference for job assignments in writing through the chain-of-command. The three (3) employees making up the Union's Executive Board will not be transferred unless at the member's request, upon promotion, or in case of an emergency as determined by the Fire Chief.

**SECTION 4. - Layoff:** In the event that it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority. Such layoffs shall be restricted to the lowest rank. Regular, non-probationary employees shall receive a thirty (30) day written notice of the impending layoff. Whenever possible, probationary employees will receive the same consideration.

(A.) Laid off employees will be allowed to keep group medical insurance at their own expense for the length of time established by Federal or State Law, but not less than one hundred twenty (120) days.

**SECTION 5. - Recall:** Employees shall be recalled from layoff according to their seniority in rank. No new employees will be hired into a classification until all employees who are laid off have been offered recall. Such recall rights shall be in effect for two (2) years.

**SECTION 6.** - Employees, when recalled, will receive credit for all seniority and/or probationary time accumulated before layoff. Notice of recall shall be sent to the employee at his/her last known address, by certified mail. If the employee fails to notify the office of the Fire Chief within seven (7) calendar days after receipt of such recall that the employee intends to return to work, and/or if the employee, after giving such notice of intent to return, fails to return to work within twenty-one (21) calendar days after receipt of recall notice, such employee shall be deemed to have resigned.

## **ARTICLE 20 TRADING TIME**

**SECTION 1.** - Employees shall have the right to exchange time when the change does not interfere with the operation of the Fire Department. The employee exchanging time must obtain permission from his/her immediate supervisor prior to the exchange. Permission must be obtained from the Battalion Chief in order for a Firefighter to exchange two (2) consecutive tours of duty or to

trade time with an employee assigned to a different company. The trading of time over two (2) consecutive shifts must be approved by the Fire Chief.

## **ARTICLE 21 OVERTIME**

**SECTION 1.** - Overtime shall be paid for hours worked by Firefighters, up to and including the rank of Fire Captain, as established by the Fair Labor Standards Act. All paid leave except sick leave will count as hours worked for FLSA purposes.

### **SECTION 2. - OVERTIME FORMULA FOR 56-HOUR EMPLOYEES:**

(A.) For each 27 day work cycle, hours worked in excess of 204 hours, but less than 217 hours, (205 hours through 216 hours), the following formula will be used to compute the overtime pay rate:

$$\frac{\begin{array}{ccccc} \text{Annual} & & \text{Holiday} & & \text{Longevity} & & \text{EMT} \\ \text{Base Pay} & + & \text{Premium Pay} & + & \text{Pay} & + & \text{Pay} \end{array}}{2758} \times 1/2 = \text{OT}$$

(B.) For each 27 day work cycle, all hours worked in excess of 216 (217 and more) hours, the following formula will be used to compute the overtime pay rate:

$$\frac{\begin{array}{ccccc} \text{Annual} & & \text{Holiday} & & \text{Longevity} & & \text{EMT} \\ \text{Base Pay} & + & \text{Premium Pay} & + & \text{Pay} & + & \text{Pay} \end{array}}{2758} \times 1 1/2 = \text{OT}$$

### **SECTION 3. - CALLBACK:**

(A.) Employees on fifty-six (56) hour workweeks who are called back to Fire Department duty from off duty status shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at time and one-half.

(B.) Employees on forty (40) hour workweeks who are called back to work from off duty status shall receive a minimum of four (4) hours or the actual time worked, whichever is greater, at time and one-half in compensatory time.

(C.) For forty (40) hour employees, compensatory time may be accumulated to a maximum of one-hundred (100) hours. Once one-hundred (100) hours of compensatory time has been accumulated, the Fire Chief has the option to grant either compensatory time or dollars for overtime worked in

excess of forty (40) hours in a workweek. Every reasonable effort will be made to grant employees time off without unduly disrupting departmental operations.

(D.) An employee who has accumulated compensatory time shall, upon termination of his/her employment, be paid for all accumulated unused compensatory time at the employee's final regular rate of pay.

**SECTION 4. - HOLDOVER:** All employees who are required to work past their official relief time shall be paid overtime for the time that they are held over. Any part of an hour shall be rounded to the nearest quarter of an hour (7 minutes or less round down, and 8 minutes or more round up).

**SECTION 5 - VOLUNTARY OVERTIME (56 HOUR PERSONNEL):**

(A) There shall be 3 separate lists per shift (Captain, Engineer, and Firefighter). The Overtime Distribution List shall be arranged and maintained according to number of hours worked/offered, lowest to highest.

(B) Overtime opportunities will be offered to Firefighters after completing their one-year post-hire probationary period.

(C) When a Firefighter has completed his/her one year post-hire probationary period, the Firefighter shall be placed on the Overtime Distribution List in the proper sequence according to seniority and then credited with the lowest hours currently on the list.

(D) When an individual has been promoted, but has not received their assignment the individual will be placed on the bottom of the Overtime Distribution List on their respective shift. After the bid process has been completed and the individual receives their assignment they shall be placed on the Overtime Distribution List according to seniority and credited with the lowest hours currently on the list.

(E) When an individual transfers, in rank, to another shift, his/her overtime hours worked/offered shall transfer with that individual and be placed upon the Overtime Distribution List according to their seniority and hours.

(F) When Voluntary Overtime is being paid, Captains and Engineers shall not be detailed, unless to fill specialty company positions with on-duty personnel. ARFF is an exception, Captains, Engineers, and Firefighters shall not be detailed to the ARFF Station on their duty day. Overtime for ARFF shall be hired with ARFF qualified personnel on the off-going shift.

(G) Excluding ARFF, overtime shall not be paid on any company from which any individual has been detailed, unless to fill Specialty Company positions.

(H) If an opening is created once the daily roster is set, overtime shall be paid in the rank that is vacated, whether actual or acting.

(I) The Overtime Distribution List will be arranged by seniority and the total number of hours worked/offered. The individual who has the lowest number of hours shall determine who is offered overtime. For example, if Employee #1 has 48 hours and Employee #2 has 24 hours; Employee #2 shall be the next individual eligible for overtime. Individual overtime hours worked/offered shall be recorded and the accumulated total placed on the Overtime Distribution List. An individual on top of the list shall have their choice of all available overtime positions for that day in their rank, partial or full. If an individual turns down any overtime offered, they shall be charged the highest hours offered.

(J) If no individual can be found for Voluntary Overtime on the off-going shift, then the Fire Department shall utilize the on-coming shift's Overtime Distribution List, in the position to be filled. At this time, if no individuals can be found for voluntary overtime, overtime shall be filled at management's discretion and no hours charged. Individuals will be paid one and one-half times in the rank hired or the rank they hold, whichever is highest.

Definitions:

On-duty shift:	Shift working
Off-going shift:	Shift that was relieved in the a.m.
On-coming shift:	Shift that has been off for twenty- four (24) hours

(K) Excluding ARFF, in the event the Overtime Distribution List cannot be utilized because of specialized training restrictions, the Fire Department shall offer the overtime to the individual with required specialized training who has the fewest number of hours worked/offered, only after all available, on-duty, qualified individuals have been utilized. Specialty companies shall consist only of ARFF, HAZMAT, and USAR<sup>1</sup>. The Engineer positions on the Tiller Ladder Truck companies shall be filled with qualified individuals designated on the Overtime Distribution List.

(L) In the event that an individual must be offered Voluntary Overtime, the Fire Department shall first attempt to contact the individual at the station where he/she worked the day prior, and then make only (1) one call to the number the individual furnished to the Fire Department. The Fire Department shall maintain an electronic call log to verify the individual and number called. If the employee cannot be contacted, the opportunity will be offered to the next individual with the lowest number of hours worked/offered. In the event that voice mail is contacted, the Fire Department shall leave a message stating that an effort was being made to offer Voluntary Overtime.

(M) If an individual has decided not to be called for overtime, he/she shall request to be placed on the Do Not Call List via electronic notification to all Battalion Chiefs. The individual shall remain

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<sup>1</sup> Formerly referred to as Rescue 2; shall be used in all future revisions to this document.

on the Do Not Call List for a minimum (6) six-month period and shall maintain their position (ranking). Anytime thereafter, an individual may choose to be reinstated to the Overtime Distribution List via electronic notification to all Battalion Chiefs. The individual shall be reinstated to the Overtime Distribution List at the position (ranking) he/she held at the time of the request and hours adjusted accordingly.

(N) Turn-down: A Turn-down shall equal the amount of hours offered. A turn down shall consist of:

- (1) If an individual states he does not want the overtime;
- (2) If an individual could not be contacted at the station or his/her other designated contact phone number;
- (3) If an individual is on sick leave for personal or family use, an employee must return to work prior to being eligible for an overtime opportunity;
- (4) If an individual is on disciplinary leave;
- (5) If an individual is on Administrative Leave pending disciplinary action.  
If an individual has been charged a Turn-down and is cleared of charges, the hours charged shall be removed.

(O) In the event that an individual is called and offered overtime and that individual has previously committed to a Time Trade for twelve (12) or more hours for that day, he/she shall not be charged a Turn-down.

(P) When an individual is on Authorized Leave on their duty day, or paid Union Business Leave he/she shall be removed from the Overtime Distribution List and shall maintain their position (ranking). On return to duty, he/she shall be reinstated to the Overtime Distribution List at the position (ranking) he/she held on the date the Authorized Leave began and hours adjusted accordingly.

(Q) In the event that an individual is called and offered Voluntary Overtime and that individual is committed to another category of overtime that coincides with any portion of the Voluntary Overtime being offered, he/she will not be charged a turn down.

(R) If an individual is offered overtime and he/she has worked the previous 48 consecutive hours or he/she has committed (approved Time Trade) to work the 48 consecutive hours immediately after the overtime being offered, he/she shall have the option to work the overtime and be charged for the hours worked or turn it down with no hours charged. At no time may an employee work more than seventy-two (72) consecutive hours.

(S) If overtime is needed on or after 1900 hours, it shall be offered first to the on-coming shift, in the position that was vacated, on the company where the overtime is needed, regardless of the Overtime Distribution List. The next offer of overtime shall be made to the on-coming shift, in the position that was vacated, utilizing the Overtime Distribution List. If the overtime is accepted, hours

shall not be charged. If an individual is not available for overtime, a Turn-down shall be charged for the hours offered. This procedure shall be followed until the vacated position has been filled.

(T) If an individual accepts overtime that is six (6) hours or less it shall not affect his/her position on the Overtime Distribution List. If an individual is not available for overtime, a Turn-down shall be charged for the hours offered.

(U) The Battalion Chief shall update the Overtime Distribution List daily. At the time the daily roster is complete, a roster complete announcement shall be made. The list shall be electronically distributed to all fire stations and the union office as soon as the roster is complete. The list shall include the overtime details (who, what, where).

**SECTION 6. - COURT APPEARANCES:** Overtime shall be paid when Firefighters are required to appear in court during off-duty hours on departmental business at the city's request or when subpoenaed for Civil Service Commission hearings during off-duty hours. Any firefighter required to be absent from work by a lawful subpoena issued by a court or legally constituted commission, which compels his/her presence as a witness in a case to which he is not a direct party shall be granted administrative leave with pay for such absence. Employees shall notify their supervisor immediately of the need to be off work and provide documentation of their attendance.

#### **SECTION 7. - OVERTIME FOR EMERGENCIES AND SPECIAL EVENTS**

Overtime for emergencies and special events is defined as overtime that is offered due to additional personnel being needed, over and above, the required minimum staffing due to inclement weather, major fire, riot, or other major event of this nature or that is created due to an event that is either endorsed by the City or Fire Department. Any overtime that is required above the normal staffing levels of the Department will be filled at the discretion of the Fire Chief. It is agreed that management will use the most expedient method possible in filling overtime positions, which is in the best interest of public safety.

## **ARTICLE 22 HOLIDAY PREMIUM PAY**

**SECTION 1.** - The parties agree to be bound by Arkansas State Law with respect to the payment of holiday pay for the duration of this Memorandum.

**SECTION 2. - Holiday Premium Pay** - The City agrees to pay holiday premium pay equivalent to nine (9) days pay. A daily rate of pay shall be computed by dividing the base pay, including holiday pay, by two hundred sixty (260). The nine (9) days will be accrued and paid on a

twenty-sevenday cycle basis along with regular payroll cycles for 56 hour employees. The bi-weekly payroll calculation for 40 hour employees will be at a rate of 2.7692 times the employee's hourly rate.

## **ARTICLE 23 DETAIL COMPENSATION**

**SECTION 1.** - Any Firefighter who reports for duty and is detailed to work at a station other than the station to which he/she is assigned and provides his/her own transportation or participates in the meal at the other station will be compensated at a rate of ten dollars (\$10.00) per detail. Longer term assignments (those exceeding ten [10] tours of duty on any one assignment) shall not be eligible for detail pay after the tenth (10th) tour.

## **ARTICLE 24 AUTHORIZED LEAVE**

**SECTION 1.** - Authorized leave may be granted for activities beneficial to the Fire Department and the City, as determined by the Fire Chief. Such activities may include schools and seminars on firefighting practices, Pension Board and Health Fund Board meetings, legislative hearings and community meetings.

**SECTION 2.** - No employee will be held responsible for any time lost while attending such activity or be required to furnish relief personnel.

**SECTION 3.** - Every effort will be made to ensure that personnel who have completed twenty (20) or more years of service to the City and who are receiving a service recognition award are able to attend the employee appreciation event sponsored by the City.

## **ARTICLE 25 VACATION AND PERSONAL LEAVE**

### **SECTION 1. - Vacation**

(A.) Firefighters will accrue vacation as follows:

Year of Service	56-hour employees	40 hour employee
1 year – 9 years	7 tours	15 tours
10 years – 14 years	8 tours	17 tours
15 years plus	9 tours	19 tours

(B.) Vacation schedules will start on January 1 and will be governed by the following policy. Firefighters will bid by seniority, in rank, by shift, each person selecting one (1) period before any employee selects a second period. The selections process will use a file that will be viewable by employees at each station and be updated each time a selection is made. Vacation usage may be split into the maximum number of full days available per year. Firefighters who have the same employment date shall draw for selection of opportunity prior to the scheduling each year. Engineers and Captains who have the same promotion date shall be placed on the seniority list in accordance with their rank on the certified eligibility list from which they were promoted. Once the days have been selected and confirmed, no employee will be allowed to bump another employee from scheduled vacation dates. However, after all days have been selected and confirmed, a Firefighter may change scheduled days if it does not conflict with the vacation or personal leave time that has been previously selected and scheduled within that district. No employee will be denied his/her choice due to another employee's mandatory scheduling (new employees, military leave, etc.).

(C.) Every Firefighter who has completed one (1) year of service with the City and who has accrued unused vacation leave shall have such time paid by adding that amount to the last payroll check when he leaves employment, whether by resignation, retirement, death, or discharge.

## **SECTION 2. - Personal Leave**

(A.) Firefighters will receive personal leave days each year. The number of days is as follows:

### 56 Hour Employees

5 years (on or before June 30th) - 9 years	= 1 tour of duty
10 years (on or before June 30th) - 14 years	= 2 tours of duty
15 years (on or before June 30th) - 17 years	= 3 tours of duty
18 years (on or before June 30th) or more	= 4 tours of duty

### 40 Hour Employees

5 years (on or before June 30th) - 9 years	= 2 tours of duty
10 years (on or before June 30th) - 14 years	= 3 tours of duty
15 years (on or before June 30th) - 17 years	= 4 tours of duty
18 years (on or before June 30th) or more	= 5 tours of duty

(B.) Personal leave days will be selected by advance bidding. After all employees have selected their vacations, each Firefighter will be given the opportunity to bid on which days he wants to use as personal leave days. The Firefighters will bid by seniority in rank by shifts, each person selecting one (1) day before anyone selects a second day. After all full personal leave days have been selected, each person selecting one (1) increment before anyone selects a second. Employees may advance bid two (2) personal leave days in eight (8) - six (6) hour increments (6, 12, 18 hours). Requests which will occur after 10:00 p.m. must be for a minimum of nine (9) hours. Once the days

have been selected and confirmed, no employee will be allowed to bump another. However, after all days and increments have been selected and confirmed, a Firefighter may change his/her day or increment if it does not conflict with the vacation or personal leave day schedules that have been previously selected.

**SECTION 3. - General Information Pertaining to Vacation and Personal Leave**

(A.) The Fire Chief shall designate the maximum number of employees who may take vacation and personal leave days during a given period, such that firefighting effectiveness is not impaired . Except for emergency situations eleven point-nine (11.9%) percent of the average authorized positions available for each shift of fifty-six (56) hour personnel will be scheduled off per day. For example, 360 authorized positions divided by (3) three shifts equal 120 employees times 11.9% = 14 personnel off per day shall be able to schedule vacation and personal leave days. It is agreed that on the initial selection of vacation days (“First Pick”), all members will be allowed to select until the maximum allowable number of personnel is reached on each day. Once all members have their initial selection for vacation, remaining days shall be restricted to no more than twelve (12) Captains off for Vacation and Personal Leave days, however, this will not restrict other ranks from selecting any of the remaining available slots. Changing vacation and personal leave days shall be based on 11.9% of the personnel available on the day requested.

(B.) Conversion of accumulated vacation hours shall be divided/multiplied as appropriate, by a factor of one and four-tenths (1.4) for firefighter transfers from fifty-six (56) to forty (40) hour and forty (40) to fifty-six (56) hour positions.

(C.) No more than two (2) Firefighters, regardless of rank, on the same company and shift, may request the same calendar day for vacation or personal leave. No more than two (2) employees assigned to Station 22 shall be allowed to schedule off on vacation or personal leave in any one (1) day.

(D.) If an employee is promoted or transferred non-voluntarily, the employee will be allowed to keep their previously scheduled vacation and personal leave days one shift forward or one shift backwards if assigned to a different shift.

(E.) If an employee wins a bid under the Seniority Bid System and their shift assignment does not change that employee shall maintain their previously scheduled vacation and personal leave days. If an employee wins a bid under the Seniority Bid System and their shift assignment does change, every effort will be made to allow the employee to maintain their previously scheduled vacation and personal leave days as long as it does not create an overtime situation.

## **ARTICLE 26 SUSPENSION**

**SECTION 1.** - An employee may request, in writing, to forfeit accrued vacation and/or personal leave days on a day for day basis in lieu of serving the suspension. Forfeiture of leave may not exceed five (5) leave days (tours of duty) in a calendar year. Such substitution shall be at the discretion of the Fire Chief.

## **ARTICLE 27 INSURANCE**

**SECTION 1.** – The City will provide employee medical insurance at no cost to the employee. The City will pay one hundred dollars (\$100) per month for tobacco users toward the cost of family medical coverage, and one hundred ninety-four and seventy-five dollars (\$194.75) for non-tobacco users for the duration of this memorandum.

**SECTION 2.** - The City agrees to consult with the Union prior to changing insurance carriers or making benefit changes to the plan. The City will have the discretion to select a health insurance plan; however, in no event will the coverage or premiums paid by the City for Firefighters be less than those of any other employee group or management.

**SECTION 3.** - The City will provide employee dental insurance at no cost to the employee. The City will pay six dollars (\$6) per month toward the cost of family dental coverage for the duration of this memorandum.

**SECTION 4.** - The City will make payroll deductions for any additional or supplemental insurance provided by the Little Rock Fire Department Health Fund.

**SECTION 5.** - The City will provide, from the first day of hire, at no cost to the employee \$25,000 life and \$25,000 A D & D insurance, or an amount equal to the employee's annual salary, whichever is greater.

## **ARTICLE 28 ON-THE-JOB INJURIES**

**SECTION 1.** - The City shall make all reasonable provisions for the safety and health of its employees during the hours of employment.

**SECTION 2.** - Application for on-the-job injury leave shall be made as established by procedure guideline.

**SECTION 3.** - Disability, as it relates to this Article, shall be defined as any condition which precludes the employee from performing all duties of his/her job, as outlined in his/her job description.

**SECTION 4. - INJURIES PECULIAR TO FIREFIGHTING**

(A.) Injuries peculiar to firefighting shall be defined as any injury or illness that occurs while responding, on or returning from an alarm or during simulated rescues or firefighting activities while training.

(B.) Injuries deemed not peculiar to firefighting may be subject to review by the Director of Human Resources based on material submitted by the injured employee's treating physician. In cases of such review a recommendation will be made to the City Manager whose decision shall be final.

(C.) An employee who suffers an injury or illness which is peculiar to firefighting will receive his/her full salary for a period of up to ten (10) months. No leave shall be charged during the initial ten (10) month period, and leave will continue to accrue at the normal rate. During the ninth (9th) month of the disability, a City designated physician shall make a determination of the degree of disability.

(D.) If the diagnosis results in the determination that the employee will not be able to return to work within twenty-four (24) months from the date of illness/injury, he shall apply for disability retirement and be separated from the City's employment.

(E.) If the diagnosis results in the determination that the employee may be able to return to work within twenty-four (24) months from the date of illness/injury, he shall receive his/her Workers' Compensation benefit amount, which he may supplement with available leave. Employees will be charged one-third (1/3) of the hours normally worked in a regular tour of duty for each day used.

(F.) During the fifteenth (15th) month of disability, a City designated physician shall make a determination of the degree of disability. If the diagnosis results in the determination that the employee will not be able to return to work within twenty-four (24) months from the date of illness/injury, he shall apply for disability retirement and be separated from the City's employment.

(G.) If the diagnosis results in the determination that the employee may be able to return to work within twenty-four (24) months from the date of illness/injury, he shall receive his/her Workers' Compensation benefit amount, which he may supplement with available leave for the duration of the fourth six month period. Employees will be charged one-third (1/3) of the hours normally worked.

(H.) During the twenty-third (23rd) month of disability, a City designated physician shall make a determination as to whether the employee will be able to return by the end of the twenty-fourth (24th) month of disability. If the diagnosis results in the determination that the employee will not be able to return to work within twenty-four (24) months from the date of illness/injury, he shall apply for disability retirement and be separated from the City's employment. If the diagnosis results in the determination that the employee will be able to return to work within twenty-four (24) months from the date of illness/injury, he shall return to work on the date specified by the physician. Employees

who have been determined able to return to work and who fail to do so, shall be separated from the City's employment.

**SECTION 5: INJURIES NOT PECULIAR TO FIREFIGHTING**

(A.) An employee who suffers an injury or illness which is not peculiar to firefighting will receive his/her full salary for a period of thirty (30) calendar days. Prior to the expiration of this thirty (30) calendar day period, a City designated physician shall make a determination of the degree of disability.

(B.) If the diagnosis results in the determination that the employee will not be able to return to work within twelve (12) months from the date of illness/injury, he shall apply for a disability retirement and be separated from the City's employment. If the diagnosis results in the determination that the employee may be able to return to work within twelve (12) months from the date of illness/injury, he shall receive his/her Workers' Compensation benefit amount, which he may supplement with available leave. Employees shall be charged one-third (1/3) of the hours normally worked.

(C.) During the eleventh (11th) month of disability, a City designated physician shall make a determination of the degree of disability. If the diagnosis results in the determination that the employee will not be able to return to work within twelve (12) months from the date of illness/injury, he shall apply for disability retirement and be separated from the City's employment. If the diagnosis results in the determination that the employee will be able to return to work within twelve (12) months from the date of illness/injury, he shall return to work on the date specified by the physician. Employees who have been determined able to return to work and fail to do so shall be separated from the City's employment.

**SECTION 6: GENERAL INFORMATION PERTAINING TO ALL ON-THE-JOB INJURIES**

(A.) If it is determined that the illness or injury was not job related, all absences related to that incident shall be retroactively charged against the employee's accrued leave. All times mentioned under peculiar or not peculiar injuries are only counted as authorized injury leave time when an employee chooses or is required to use authorized injury leave instead of modified duty.

(B.) The contracted Workers' Compensation service company will furnish all salary continuation benefit checks to the City. That check will be distributed to the affected employee along with the payroll check for the balance of the employee's regular payroll amount. These checks shall be issued on a regular payroll date. Under no circumstances will the combined checks exceed the employee's regular amount as set forth in Arkansas Workers' Compensation statutes.

(C.) Medical costs relating to the on-the-job injury/illness shall be covered by Workers' Compensation.

(D.) At any time during the period the employee is off work, the employer may order, at the City's expense, physical or psychological examinations of the injured employee to determine the degree of disability. The type of examination required shall be based on the nature of the illness or injury and the symptoms causing the continued absence. Employees failing to submit to such examination shall be separated from the City's employment. Should there be a difference in findings between those of the employee's personal physician and the City designated physician, the City will request a third opinion prior to making any decision regarding the employee's degree of disability. The third physician shall be selected by the two physicians, and the majority findings shall be the decisive factor. If after administrative review of the medical opinions from the majority findings, it is determined that the employee is able to return to work, a date will be set for that employee to return to work. Employees who have been determined able to return to work and fail to do so shall be separated from the City's employment.

(E.) Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the leave occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from the date of release and return to work, such leave will be treated as a new injury case.

(F.) Employees who are on injury leave shall participate only in activities that are expressly permitted by the attending physician. They shall not participate in activities causing a delay in their recovery.

## **ARTICLE 29 SICK LEAVE**

### **SECTION 1.**

(A.) All fifty-six (56) hour Firefighters will accrue sick leave at the following rate:

- Up to 4 years = 15 days per year
- 4 years and over = 12 days per year

(B.) All forty (40) hour Firefighters will accrue sick leave at the following rate:

- Up to 4 years = 15 days per year
- 4 years and over = 12 days per year

**SECTION 2.** - Unused sick leave will accumulate up to a maximum of 1714 hours for forty (40) hour employees and two thousand four hundred (2400) hours for fifty-six (56) hour employees.

**SECTION 3.** - Sick leave may be used for an employee's illness and/or medical, dental and optical exams. It may be used for pregnancy and any other related disability. When sick leave is used

for exams, the employee shall return to duty upon completion of the exam or treatment unless determined by the employee's physician that the employee is medically unable.

**SECTION 5.** - Sick leave may be used for an employee's immediate family's illness or disability and non-routine medical or dental appointments (immediate family is defined as spouse, children, mother, father, grandchildren and grandparents) which requires the presence of the employee, not to exceed five (5) tours of duty or 120 hours of duty in a calendar year for 56-hour employees. For forty (40) hour employees, leave for family illness or disability shall not exceed eighty-eight (88) hours of duty in a calendar year. Employees shall be required to submit documentation which verifies the dates of treatment or hospital confinement. Employees shall return to duty upon completion of the appointment/treatment unless the employee's presence is required as documented by the physician.

**SECTION 6.** - Employees shall be compensated in cash for accrued sick at their employment termination due to retirement or death if they have completed twenty (20) years of service. Payment for sick leave shall not exceed three (3) months of salary; (520 hours for 40-hour employees; 728 hours for 56-hour employees). The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's retirement (or death).

**SECTION 7.** - Employees who have completed ten (10) through nineteen (19) years of service will be eligible to receive a prorated payment if they have accrued the total of sixty (60) tours [1440 hours for fifty-six (56) hour firefighters or 1040 hours for forty (40) hour firefighters], six (6), months prior to the onset of any illness/injury leading to retirement or death. Employees with ten (10) years of service shall receive fifty percent (50%) of their remaining accrued sick and emergency leave not to exceed three (3) months of salary , [728 hours for fifty-six (56) hour firefighters, 520 hours for forty (40) hour firefighters]. Each year of service thereafter shall increase the rate by five percent (5%).

**SECTION 8.** - The procedure stated above shall not prohibit an employee from using his/her total accrued leave.

**SECTION 9.** - Employees requiring additional time off after exhausting all available sick leave may use all other available paid leave. Employees may request leave under the Family Medical Leave Act as defined in the City's Administrative Policies and Procedures Manual.

**SECTION 9.** - Employees who are in leave-without-pay status and do not return to work and who are not eligible for disability benefits may be terminated at the discretion of the Department Director, with prior approval of the Human Resources Director.

**SECTION 10.** - When an employee is absent three (3) consecutive tours of duty or more (for 40-hour employees, it shall be after the fifth tour of duty), the employee shall be required to provide a physician's statement upon returning to work. The physician's statement shall include the date the

employee was seen by the physician and a statement releasing the employee to work without restrictions as a firefighter.

**SECTION 11.** - Suspicion of sick leave abuse, excessive sick leave usage, or established patterns of sick leave usage will justify reasonable investigation, denial of unjust claims and disciplinary action. They also may result in a request for a physician's statement for each subsequent illness which occurs within the following six (6) months. The physician's statement shall include , dates of treatment, the anticipated length of absence and a statement releasing the employee to work without restrictions as a firefighter .

**SECTION 12.** - During an extended illness, it is the responsibility of the employee to ensure that his/her supervisor is informed and kept current of his/her status. The Fire Chief may require the employee to be examined by a City appointed physician.

**SECTION 14.** - An employee who is on sick leave shall only participate in activities that are expressly permitted by the attending physician. The employee shall not participate in activities which might cause a delay in his/her recovery. An employee who does not return to work after being released by the physician may be separated from the City's employment at the discretion of the Fire Chief, after consulting with the Director of Human Resources.

**SECTION 15.** - While on vacation, personal leave, or compensatory time an employee may have that portion of his/her vacation, personal leave or compensatory time which was interrupted by the employee's or the employee's family's illness rescheduled. It shall be the employee's responsibility to provide documentation for said illness to his/her immediate supervisor upon his/her return to duty. The absence will be charged to the employee's sick leave and if applicable, charged toward the total amount of time available for family illness or disability.

**SECTION 16.** - Conversion of accumulated sick leave/emergency hours shall be divided/multiplied as appropriate by a factor of one and four-tenths (1.4) for Firefighter transfers from fifty-six (56) to forty (40) hours and forty (40) to fifty-six (56) hour positions.

## **ARTICLE 30 FUNERAL LEAVE**

**SECTION 1.** - In the event of a death in the immediate family of any employee, the employee shall be allowed time off with pay from the time of death through one day after the funeral. Time not to exceed two (2) tours of duty for 56-hour employees or four (4) tours of duty for 40-hour employees.

**SECTION 2.** - The immediate family shall be defined as spouse and children of the member, mother, father, grandparent, grandchildren, and brother, sister of the member and those of the member's spouse.

**SECTION 3.** - An employee who has a death in his/her immediate family while he is on vacation, personal leave, or compensatory time, may have that portion of his/her vacation, personal leave, or compensatory time which was interrupted rescheduled. It shall be the employee's responsibility to report the death to his/her immediate supervisor.

**SECTION 4.** - A firefighter shall be granted six (6) hours funeral leave if asked to be an active pallbearer for a City employee or City official.

## **ARTICLE 31 UNIFORM ISSUANCE**

**SECTION 1.** - The City will provide at no cost to the employee protective (turnout) outer clothing and safety equipment, designed and labeled in accordance with applicable NFPA standards, that is required in the performance of his/her duties. The Fire Department clothing room shall be open as necessary to permit the immediate replacement of required protective clothing and safety equipment (i.e., helmets, coats, boots, gloves). In the event of an emergency when the needed protective clothing or equipment items are not available in the clothing room, the Fire Department will utilize emergency purchasing procedures to obtain the necessary items.

**SECTION 2.** - The City shall provide a minimum of three (3) work shirts, any combination of short and long sleeves, and seven (7) pair of pants (these items must be designed and labeled in accordance with applicable NFPA standards). All work clothing and related items shall be provided by the Department (including five (5) blue t-shirts per year, footwear on an as needed basis, two (2) FDNY style job shirts for winter wear every three (3) years). The Uniform components provided by the City shall only be worn while on-duty. The requirement for dress uniforms will be limited to those employees designated by the Fire Chief and the Department will issue any required dress uniforms.

**SECTION 3.** - The provided t-shirts may be worn at any time day or night, except when the regular uniform shirt is required. The provided FDNY style job shirts may be worn during cooler

weather if approved by the employee's Commanding Officer, however the job shirt may not be worn under the turnout coat during a firefighting activity. This t-shirt/job shirt wear policy does not change the current policy governing the appropriate time for wearing the regular uniform shirt, i.e., code inspections, school programs, tours and other times when the public may be visiting.

**SECTION 4.** - To provide for relative uniformity, the Department shall approve a design for the embroidery and or screen-printing for the t-shirts and job shirts that it provides to employees. Other adornments or insignia(s) applied to the t-shirts and/or job shirts must be in accordance with an approved standard, which shall be set by the Department.

**SECTION 5.** - Any miscellaneous work uniform components shall be designed and labeled in accordance with applicable NFPA standards or be 100% cotton, with the exception of the job shirts which may be no less than 80% cotton. The Fire Department must approve a vendor to supply items for employee purchase.

## **ARTICLE 32 PAYCHECK DISTRIBUTION**

**SECTION 1.** - Paychecks shall be delivered to the fire stations in their respective districts and made available to the employees no later than 12:00 p.m. each payday.

## **ARTICLE 33 CABLE TELEVISION**

**SECTION 1.** - The City will arrange with the company having the cable T.V. franchise to furnish all basic cable services to each Fire Station, without cost to the employees.

**SECTION 2.** - Under no circumstances, should there be viewing of explicit, illicit, obscene, or pornographic materials. Programming available from any cable T.V. company that has a franchise contract with the City shall normally be considered acceptable except programs exceeding an "R" rating are specifically prohibited.

## **ARTICLE 34 PHYSICAL FITNESS**

**SECTION 1.** - Both parties renew their commitment to promote physical fitness in the interest of all Firefighters' health; the following conditions have been incorporated in a physical fitness program developed by the City along the lines of existing programs successfully implemented by other U.S. cities:

- a) its intent shall be to raise the level of Firefighting capability;
- b) the City does not intend the program to serve as a tool to terminate individuals, but rather to ensure defined levels of fitness are maintained throughout the department. Such built-in standards shall be determined by the Physical Fitness Committee.

## **ARTICLE 35 "NO SMOKING" REQUIREMENT**

**SECTION 1.** - In an effort to contain health care costs and promote a healthy work environment, the Safety Committee shall review and determine locations for the use of smoke-less tobacco products in each fire station.

## **ARTICLE 36 JURY DUTY**

**SECTION 1.** - An employee required to serve on jury duty shall be compensated as established by State law, at his/her regular rate of pay. Employees will be required to provide verification of the actual time spent for jury selection and/or duty.

## **ARTICLE 37 VOTING PRIVILEGES**

**SECTION 1.** - Employees who are scheduled to work on election days are encouraged to use their early voting procedures first. Employees will have the opportunity to vote prior to reporting to duty, without the loss of pay. Employees on the previous shift will be held over for a reasonable amount of time, not to exceed two (2) hours, to accommodate employees exercising their voting privileges. Employees will only be allowed time off to vote in elections that are held in districts where they are registered voters.

## **ARTICLE 38**

### **MILITARY LEAVE**

#### **SECTION 1. – ANNUAL TRAINING AND DUTIES PERFORMED IN AN OFFICIAL DUTY STATUS:**

(A.) A regular employee who is a member of the Armed Forces Reserve or National Guard shall be granted a paid leave of absence for the purpose of participating in annual military training programs or performing other duties in an official duty status.

(B.) The employee will be entitled to such a leave of absence for the duration of the training programs or assignment not to exceed 15 workdays, plus necessary travel time, not to exceed two additional days, in any one calendar year. (A workday shall be defined as an eight-hour period during a scheduled tour of duty.) Necessary travel time is calculated based on the authorized mode of travel listed on the employee's order and the Official Table of Distances published by the federal government.

(C.) Multiple Unit Training Assembly (Drill) is covered under "Performance of Other Duties in an Official Duty Status." An employee who is scheduled to attend drill during scheduled workdays may elect to count this time towards meeting the fifteen (15) workday allotment mentioned in Paragraph (B) above.

(D.) After an employee has exhausted his/her allotted fifteen (15) workdays in a calendar year, his/her participation in annual training programs or assignments shall be considered as leave without pay for the remainder of that calendar year. The employee's insurance and pension plan, and his/her seniority, leave accrual, longevity, and anniversary dates shall not be affected by such absences.

(E.) The Chief has the discretion to grant the use of vacation leave or personal leave after the military leave has been exhausted.

#### **SECTION 2. - EMERGENCY LEAVE NOT EXCEEDING 30 DAYS:**

(A.) Any regular employee who is a member of the Armed Forces Reserve or National Guard, who is called to duty in an emergency situation by the Governor or by the President of the United States, shall be granted a paid leave of absence.

(B.) The employee will be entitled to a leave of absence for the duration of the emergency situation, but not to exceed thirty (30) workdays.

(C.) Emergency situation is defined as any case of invasion, disaster, insurrection, riots, breach of peace, or imminent danger thereof, threats to the public health or security, or threats to the maintenance of law and order.

(D.) The employee's insurance and pension plan, and his/her seniority, leave accrual, longevity, and anniversary dates shall not be affected by such absence.

**SECTION 3. - MILITARY LEAVE EXCEEDING 30 DAYS:**

(A.) Military leave for periods exceeding thirty (30) consecutive workdays shall be treated as Veterans' Reinstatement.

**ARTICLE 39  
SENIORITY**

**SECTION 1.** - Seniority is defined as a regular, full-time Firefighter's length of continuous service with the City since his/her most recent date of hire.

**SECTION 2.** - In-rank seniority is defined as a regular, full-time Firefighter's length of continuous service with the City since is most recent date of hire or promotion into his/her current rank.

**SECTION 3.** - Seniority dates shall be adjusted in cases of suspensions and unpaid leaves of absence (except military leave).

**ARTICLE 40  
LABOR MANAGEMENT COMMITTEE**

**SECTION 1.** - There shall be a Labor Management Committee consisting of City employees: three (3) representatives of Local 34 and three (3) representatives selected by Fire Chief. The purpose of the Committee is to facilitate positive Labor Management relationships by providing a forum for the free discussion of mutual concerns, problems or modification pertinent to the welfare of the Department and employees. The Fire Chief and the President of Local 34 must agree on the need for meetings and the agenda.

## **ARTICLE 41**

### **PERSONAL ITEM REPAIR AND REPLACEMENT**

**SECTION 1.** - The City shall provide for the replacement or repair of selected personal property of employees which are lost or damaged in the performance of their job duties. The intent is to provide reimbursement for the cost or repair of the item up to \$100 per item. The Department can request documentation to demonstrate the purchase price of a similar item, the cost of repair, or the out of pocket expense of the employee if it is an item covered by insurance.

**SECTION 2.** - Items eligible under this Article for replacement or repair will be limited to eyeglasses, watches, hearing aids, dentures and contact lenses which are worn or carried by the employee in the course of their employment.

## **ARTICLE 42**

### **RETIREMENT**

**SECTION 1.** - Upon retirement each member shall be allowed to retain their Department issued helmet, badge, collar insignia and name tag.

## **ARTICLE 43**

### **GROOMING STANDARDS**

**SECTION 1.** - The purpose of grooming standards is to provide a reasonable degree of freedom of choice in personal appearance without sacrificing any measure of safety for Fire personnel while engaged in the performance of their duties.

**SECTION 2.** - All department members shall, while on duty, be neat, clean and maintain professional appearance at all times. Supervisors will be responsible for the grooming and appearance of their subordinates.

**SECTION 3.** - Facial hair is not permitted when it interferes with the ability to maintain a seal or otherwise impairs the effectiveness of mask-to-skin contact with a self-contained Breathing Apparatus face piece.

**SECTION 4.** - Hair shall be styled or restrained at all times and not cause delay in emergency response or performance of duties.

**SECTION 5.** - City and Union must mutually agree to any changes.

## **ARTICLE 44**

### **SENIORITY BID SYSTEM**

**SECTION 1.** - In the event of a position opening (Captain, Engineer, Firefighter) due to the promotion, demotion, retirement, termination, resignation or demise of an employee, which should be filled by a lateral transfer (excludes 40 hour positions and probationary personnel in the rank of firefighter), such transfer shall be made in accordance with the following provisions:

- (A) All positions to be filled by lateral transfer and the opening created by the first winning bid () (the opening created by the second winning bid will be filled at management's discretion) shall be announced by a Fire Department generated Informational Bulletin distributed on the City e-mail mail system for a period of at least five (5) calendar days. Such announcement must include a description of the position to be filled, the opening date of the application period, and the closing date of the application period. Such positions shall be considered open for application for this five (5) calendar day period. Applications for bid are to be submitted to the Assistant Chief of Operation's Office, or his/her designee, no later than 1400 hours on the date of expiration of the application period. The applications for bid must be sent by the employee via city e-mail. The Assistant Chief of Operations or his/her designee shall send a reply of confirmation of receipt via City e-mail.
- (B) In the event that more than one employee submits an application for the position, the position shall be filled by the bidding employee with the greatest seniority, in rank, providing that the transfer of the employee will not violate the City's Nepotism policy as outlined in the City's Administrative Policy and Procedure Manual updated February 2002 section 1.5.e dated September 2000.
- (C) In the event that no application is received for a posted open position for Captain and Engineer, management will assign the position to the most junior employee of that rank. In the event that no application is received for a posted open position for Captain and Engineer on a specialty company, management may assign any employee of that rank. In the event that no bid is received for a posted position for Firefighter, management may assign any Firefighter to fill this position.
- (D) An employee (excluding 40 hour and probationary personnel in the rank of firefighter) may submit his/her own position for bid application. The employee so doing shall be

transferred to the vacancy created by the employee successfully bidding on the posted position. Employees may submit their position for bid application during two (2) open bid submission periods per year. The bid submission periods will be May 1<sup>st</sup> through May 15<sup>th</sup> and September 1<sup>st</sup> through September 15<sup>th</sup>. Employees may bid on a maximum of three (3) positions placed for bid application during the open bid submission periods. Upon being transferred, the employee submitting his/her position for bid and the employee who won the bid shall be restricted under the provisions of Section G. The employee may not bid on another position during the period that the employee's position is open for bid.


- (E) Seniority shall be defined as continuous service in current rank. Should the date of rank be the same for two or more employees, the determining factor shall be the length of continuous service on the Little Rock Fire Department. Should the length of continuous service be equal, the employees' names will be placed in a hat and the winner will be the employee's whose name was drawn. This process will be done in the presence of both a management and labor representative
- (F) Once an employee has submitted a bid application for transfer on an open position, he/she may not bid on another opening until the bid period for the original application is closed.
- (G) If an employee is deemed to be the successful bidder and receives the transfer, he shall be ineligible to submit a request for transfer, submit his/her own position for bid application, bid on an open position or bid on a position submitted for bid application for a period of two (2) years from the effective date of transfer. All unsuccessful bids shall be destroyed.
- (H) This language in no way restricts the right of management to re-assign employees on a needed basis. Transfers by management shall not limit the employee in the right to bid for another position or offer his/her position for bid. If management subsequently transfers an individual within two (2) years of that individual's successful transfer bid, he will then become eligible to bid on open positions, positions submitted for bid application and have the ability to place his/her position in consideration under Section D of this Article and the position will be opened for bid as outlined in Section A of this article.
- (I) No personnel on probation shall be eligible to submit an application for bid transfer or place his/her position in consideration under Section B of this article.

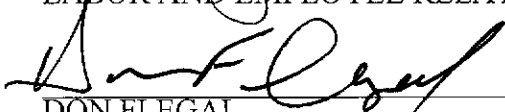
- (J) All personnel who submit a bid application to work on a specialty company (as defined under Article 21 of this Memorandum of Understanding) must be willing to receive all training required on the specialty company for which they are bidding. Employees assigned to specialty companies cannot bid on positions put up for bid unless the employee offering his/her position for bid is willing to receive all training required to work on the specialty company. The Training Division will determine specialty company qualifications. . Employees that receive a bid transfer to a specialty company will be disqualified from submitting a bid application on an open position or placing their position up for bid for three (3) years from the date of their transfer.
- (K) Upon multiple bids affecting the staffing on a specialty company, the Department may utilize the following guidelines to ensure the integrity of the company:
- (i.) ARFF Station- the department shall be allowed to make a temporary transfer from any available trained personnel for not more than TWELVE (12) MONTHS while the successful bidder receives the required basic training to allow him/her to work in this assignment
  - (ii.) Rescue 2- the department shall be allowed to make a temporary transfer from any available trained personnel for not more than TWELVE (12) MONTHS while the successful bidder receives the required basic training to allow him/her to work in this assignment
  - (iii.) HAZMAT 11- the department shall be allowed to make a temporary transfer from any available trained personnel for not more than SIX (6) MONTHS while the successful bidder receives the required basic training to allow him/her to work in this assignment
- (L) No promotion shall be postponed due to the bidding process.

The effective date of this Memorandum of Understanding shall be January 1, 2008, except as otherwise provided.

The negotiating teams consisted of the following persons:

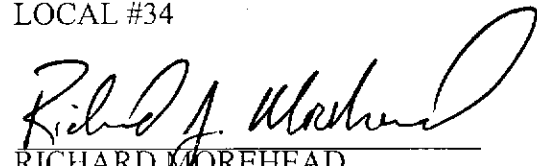
CITY OF LITTLE ROCK

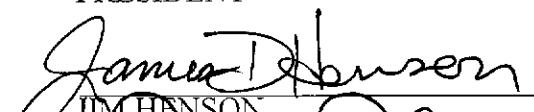
  
STACEY WITHERELL  
LABOR AND EMPLOYEE RELATIONS MGR

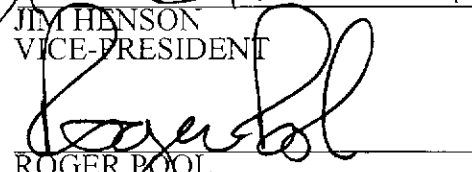
  
DON FLEGAL  
DIRECTOR OF HUMAN RESOURCES

  
GREGORY SUMMERS  
ASSISTANT FIRE CHIEF

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
A.F.L.-C.I.O.  
LOCAL #34

  
RICHARD MOREHEAD  
PRESIDENT


  
JIM HENSON  
VICE-PRESIDENT

  
ROGER POOL  
SECRETARY/TREASURER

  
STEVE GREEN  
NEGOTIATOR

  
PAM RICHARD  
NEGOTIATOR

  
BILL WATSON  
NEGOTIATOR

  
Joe Cuffel, V.P.



# CITY OF LITTLE ROCK

## HUMAN RESOURCES DEPARTMENT

500 W. Markham - Suite 130W - Little Rock, Arkansas 72201-1428

### LETTER OF UNDERSTANDING ARTICLE 44 – SENIORITY BID SYSTEM

The City and the IAFF previously agreed and signed the January 1, 2008 – December 31, 2011, Memorandum of Understanding (MOU). Since January 1, 2008, IAFF and the City of Little Rock have determined that the language in Article 44, Section (I) does not reflect the intent of the language agreed upon during negotiations. Therefore, the City and the IAFF hereby agree to accept the attached language and incorporate it into the January 1, 2008, - December 31, 2011, Memorandum of Understanding.

- (I) No probationary personnel in the rank of firefighter on probation shall be eligible to submit an application for bid transfer or place his/her position in consideration under Section B of this article.

Don Flegal,  
Director of Human Resources

12/9/08  
Date

Richard Morehead,  
President, Local #34, IAFF

8-1-2009  
Date

## **APPENDIX A**

### **SALARY SCHEDULE, LONGEVITY PAY AND EMT PAY**

**SECTION 1: Salaries** – (A.) All Firefighters, Fire Apparatus Engineers, and Captains shall receive a two and one-half percent (2.5%) salary adjustment effective January 5, 2008, which will be added to their respective pay grades and steps.

(B.) All Firefighters, Fire Apparatus Engineers, and Captains shall receive three percent (3%) salary adjustment effective January 3, 2009 which will be added to their respective pay grades and steps.

(C.) All Firefighters, Fire Apparatus Engineers, and Captains shall receive four percent (4%) which will be added to their respective pay grades and steps, effective the first day of the first full pay period in 2010.

(D.) For the 2011 Salary Adjustment, the City agrees to reopen negotiations for this single issue; however, the City agrees to a minimum of three percent (3%) which will be added to the respective pay grades and steps, effective the first day of the first full pay period in 2011.

**SECTION 2: Longevity Pay** - Firefighters will receive longevity pay as follows:  
Five (5) dollars per month for each year of service up to and including the fifteenth (15th) year,  
Six (6) dollars per month for each year of service from the sixteenth (16th) year through the completed twenty-fifth (25th) year.

**SECTION 3: EMT (Emergency Medical Technician Pay)** - Firefighters certified as EMT personnel shall receive an annual allowance of one thousand two hundred (\$1,200.00) dollars; payments shall be made on a prorated basis of work cycles.

Effective the first full pay period in 2009, Firefighters certified as EMT personnel shall receive an annual allowance of one thousand four hundred forty (\$1,440.00) dollars; payments shall be made on a prorated basis of pay periods per year.

Effective the first full pay period in 2010, Firefighters certified as EMT personnel shall receive an annual allowance of one thousand six hundred eighty (\$1,680.00) dollars; payments shall be made on a prorated basis of pay periods per year.

**SECTION 4: Stand By Pay** - Forty (40) hour employees required to stand by for work shall be compensated at the rate of \$1.50 per hour as scheduled by the department. In order to qualify for standby pay, an employee must be readily accessible at all times during the standby period. An employee shall not be placed on standby and cannot be paid standby pay while on paid or unpaid leave. Any time spent by the employee responding to an alarm shall be considered time worked and shall be compensated at the employee's applicable rate of pay.

## Appendix A - Continued

### 56-HOUR EMPLOYEES

<b>Firefighter Effective Date</b>	<b>Step 1 Entry</b>	<b>Step 2 Year 1</b>	<b>Step 3 Year 2</b>	<b>Step 4 Year 3</b>	<b>Step 5 Year 4</b>	<b>Step 6 Year 5</b>
1/5/2008 (2.5%)	\$31,562	\$36,030	\$38,112	\$40,697	\$43,602	\$46,503
1/3/2009 (3%)	\$32,509	\$37,111	\$39,255	\$41,918	\$44,910	\$47,898
1/2/2010 (4%)	\$33,809	\$38,595	\$40,825	\$43,595	\$46,706	\$49,814
1/1/2011 (3%)	\$34,823	\$39,753	\$42,050	\$44,903	\$48,107	\$51,308

<b>Fire Apparatus Engineer</b>	<b>Step 1 Entry</b>	<b>Step 2 Year 2</b>
1/5/2008 (2.5%)	\$48,921	\$50,640
1/3/2009 (3%)	\$50,389	\$52,159
1/2/2010 (4%)	\$52,405	\$54,245
1/1/2011 (3%)	\$53,977	\$55,872

<b>Fire Captain</b>	<b>Step 1 Entry</b>	<b>Step 2 Year 2</b>
1/5/2008 (2.5%)	\$53,331	\$57,818
1/3/2009 (3%)	\$54,931	\$59,553
1/2/2010 (4%)	\$57,128	\$61,935
1/1/2011 (3%)	\$58,842	\$63,793

### 40-HOUR EMPLOYEES

<b>Firefighter Effective Date</b>	<b>Step 1 Entry</b>	<b>Step 2 Year 1</b>	<b>Step 3 Year 2</b>	<b>Step 4 Year 3</b>	<b>Step 5 Year 4</b>	<b>Step 6 Year 5</b>
1/5/2008 (2.5%)	\$32,274	\$36,769	\$38,905	\$41,541	\$44,510	\$47,479
1/3/2009 (3%)	\$33,242	\$37,872	\$40,072	\$42,787	\$45,845	\$48,903
1/2/2010 (4%)	\$34,572	\$39,387	\$41,675	\$44,498	\$47,679	\$50,859
1/1/2011 (3%)	\$35,609	\$40,569	\$42,925	\$45,833	\$49,109	\$52,385

<b>Fire Apparatus Engineer</b>	<b>Step 1 Entry</b>	<b>Step 2 Year 2</b>
1/5/2008 (2.5%)	\$49,947	\$51,707
1/3/2009 (3%)	\$51,445	\$53,258
1/2/2010 (4%)	\$53,503	\$55,388
1/1/2011 (3%)	\$55,108	\$57,050

<b>Fire Captain</b>	<b>Step 1 Entry</b>	<b>Step 2 Year 1</b>
1/5/2008 (2.5%)	\$54,464	\$59,050
1/3/2009 (3%)	\$56,098	\$60,822
1/2/2010 (4%)	\$58,342	\$63,255
1/1/2011 (3%)	\$60,092	\$65,153