

R-15-164

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH LITTLE ROCK AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS A.F.L.-C.I.O., LOCAL NO. 35; AND FOR OTHER PURPOSES.**

WHEREAS, a Memorandum of Understanding has been drafted between the City of North Little Rock and the International Association of Fire Fighters A.F.L.-C.I.O. Local No. 35; and

WHEREAS, this agreement will promote the mutual interests of the City of North Little Rock, the North Little Rock Fire Department and the International Association of Fire Fighters A.F.L.-C.I.O. Local No. 35, and establish proper standards of wages, hours and other conditions of employment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Memorandum of Understanding (“MOU”) between the City of North Little Rock and the International Association of Fire Fighters A.F.L.-C.I.O. Local No. 35 (substantially similar to Exhibit “A” attached hereto for reference purposes only) is hereby accepted and approved.

SECTION 2: That increases in salaries and benefits contemplated by this Resolution are subject to and contingent upon the appropriation of sufficient funding by City Council in the annual budget.

SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval, contingent upon the signing of said Memorandum of Understanding by the Mayor, as witnessed by the City Clerk, and the authorized representatives of the International Association of Fire Fighters A.F.L.-C.I.O. Local No. 35.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Mayor Joe A. Smith

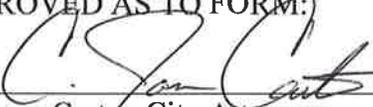
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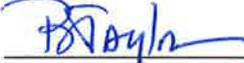
  
\_\_\_\_\_  
Mayor Joe A. Smith

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11.43	A.M.	_____	P.M.
By				
DATE	11/17/15			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY				



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF NORTH LITTLE ROCK  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
A.F.L.-C.I.O. LOCAL 35**

**PREAMBLE**

This agreement is entered into by and between the City of North Little Rock, hereinafter referred to as the "City", and Fire Fighters Local No. 35, International Association of Fire Fighters, 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 adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

**ARTICLE I**

**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 North 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 discharge or discriminate against members of Fire Fighters Local No. 35 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. The City and the Union agree that there shall be no discrimination against any employee.

**SECTION 3. Dues Deduction.** The City agrees to deduct dues and assessments each pay period 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 an authorization for the deduction. Said deductions shall be remitted, within ten (10) business days after the end of the pay period by the City to the Secretary-Treasurer of the Local when it is reasonably possible to do so. Should unforeseen events prevent the deductions from being remitted in this time frame, then all reasonable effort shall be made by the City to remit these funds as soon as possible. This authorization shall remain in effect during the term of this Memorandum.

**SECTION 4. Decertification.** If questions should arise as to whether the employees of the Fire Department wish to be represented by Local 35, International Association of Fire Fighters, 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 ninety (90) and sixty (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, and it will continue to exist under the Constitution and By-Laws of the International Association of Fire Fighters.

## **ARTICLE II**

### **TERM OF THE MEMORANDUM**

This Memorandum shall be effective as of January 1<sup>st</sup>, 2016, and shall remain in full force and effect through ~~July 1<sup>st</sup>, 2015~~ ~~2016~~ ~~June~~ ~~December 31<sup>st</sup>, 2016~~. 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 ninety (90) days prior to the expiration date. The salary schedule is set out and attached as Appendix A, which shall be a part of, and be subject to, all the provisions of this Memorandum.

## **ARTICLE III**

### **SEVERABILITY**

If any provision of this agreement or the application of such provision should be rendered or declared invalid by any existing or subsequently enacted legislation, or federal consent decree, the remaining parts or portions of this agreement shall remain in full force and effect.

## ARTICLE IV

### MANAGEMENT RIGHTS

The City 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 of Understanding, 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 method or facilities; and
- (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 provisions of this Memorandum.

## ARTICLE V

### PREVAILING RIGHTS

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

## ARTICLE VI

### GRIEVANCE PROCEDURE

**SECTION 1.** The Union or any employee may file a grievance within thirty (30) days of said occurrence, as hereinafter defined, and shall be afforded the full protection of this Memorandum of Understanding.

**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 of Understanding, or any interpretation, enforcement or application of the Rules and Regulations of the North Little Rock Fire Department may be an occurrence giving rise to a grievance which shall be settled in the following manner:

STEP 1: An employee shall, with or without the Union Representative, first discuss a grievance with the employee's immediate supervisor outside the Bargaining Unit after consulting with his/her Captain in an attempt to reach a satisfactory solution. In this step, it is not mandatory that the grievances be written. The supervisors are encouraged to counsel with the employee and with their supervisors in their review and handling of the situation. The supervisor's decision shall be orally made to the employee and the Union representative within five (5) business days. The majority of grievances should be resolved at this step.

If the employee's supervisor or Captain as outlined above is directly involved in the grievance in a manner deemed unfavorable to the employee, the employee shall discuss the grievance with the next-level supervisor following the chain of command.

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

Within ten (10) business days of receipt of the Grievance<sup>[H12]</sup>, the Union Grievance Committee shall determine, in their discretion and judgment, whether or not a grievance exists as defined in Section 2 above.

- (a) If the Union Grievance Committee finds a grievance does exist, the procedure of STEP 3 shall apply.
- (b) If the Union Grievance Committee finds a grievance does not apply, the employee may within five (5) business days, at his/her option, proceed to appeal the committee's decision to the Union body by filing written notice of the appeal with any Executive

Officer of the Union. The appeal shall then be presented for consideration at the next regular Local Meeting in which a quorum is present; a vote of three-fourths (3/4) of the present membership in favor of the grievance shall constitute a reversal of the Committee's finding, indicating that a grievance does exist. The procedure of STEP 3 shall then apply within a timeframe established from the date of the Local Meeting in which the grievance is upheld.

A specific grievance issue which has been deemed not to exist by the Union Grievance Committee and which has further failed in the above appeal process shall be considered to have exhausted all due process with respect to the Grievance Procedure of this Memorandum.

- (c) 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 and/or the employee forward the grievance within five (5) business days to the Fire Chief for settlement, the grievor and the Fire Chief, or his designee, shall have a right to conference at this Step, at which the employee shall have the right to a Union Representative of his/her choice. Also, the Mayor has the right to be present.

STEP 4: The Fire Chief shall submit his answer, in writing, to the employee involved and the Union Grievance Committee within five (5) business days. If the Mayor and the Union Grievance Committee have not settled the grievance within that time, it shall then be submitted to arbitration within twenty (20) business days for final settlement as follows:

- (1) The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike one (1) name. The process will be repeated, and the remaining person shall be the arbitrator. In successive arbitration, the City and the Union will alternate in striking first.
- (2) With respect to the interpretation, enforcement or application of the provisions of the Memorandum of Understanding which do not relate to the statutory and charter authority of the City Council and the Mayor, the decision, findings and recommendations of the Arbitration Board shall be deemed acceptable as the final settlement of this grievance by the parties of this Memorandum of Understanding.
- (3) The cost of the arbitrator shall be shared equally by the City and the Union. The City will share equally incidental arbitration expense. Should either party desire a

verbatim record of the arbitration proceedings, it shall be made available to the other party and the Arbitrator without charge.

- (4) The Arbitrator will agree to render a decision within thirty (30) days; if no decision has been rendered, a new arbitrator will be selected as set forth above.

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

## **ARTICLE VII**

### **MEET AND CONFER**

**SECTION 1.** The City and Fire Fighters Local No. 35 agree to meet at least three (3) times annually at a mutually convenient time to discuss any and all subjects of concern to the Fire Fighters Local No. 35, the North Little Rock Fire Department or the City, 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 Local 35 agree to limit the number of representatives to meet and confer sessions to not more than three (3) participants each.

**SECTION 3.** Such meeting will normally be conducted by the Fire Chief or his designated representative. The Mayor or his designee will be invited to participate.

**SECTION 4.** The agreement to meet may be indefinitely suspended if both the Union; and the North Little Rock Fire Department or the City agree that such meetings are unnecessary at the time. Either of these agencies at any time during the term of the Memorandum may unilaterally withdraw the agreed suspension, at which point the meetings will resume as per Section 1 of this Article.

## **ARTICLE VIII**

### **IMPASSE PROCEDURES**

In the event of an impasse in negotiations between the City and the Union, both parties will appeal to the Federal Mediation voluntary resolution of the impasse. The appeal will be made within three (3) days after either party notifies the other than an impasse exists.

If an impasse continues fifteen (15) days after mediation, either party may, by written notice to the other, request fact finding. The fact finding procedure shall be conducted by a Fact Finder to be selected by the City and the Union within seven (7) days after notice has been given.

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, and the remaining person shall be the Fact Finder.

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. If the dispute remains unresolved five (5) days after the transmittal of findings of fact and recommendations, the Fact Finder shall publish the findings of fact and any recommendations for public information. The cost of the Fact Finder shall be shared equally by the City and the Union.

## **ARTICLE IX**

### **RULES AND REGULATIONS**

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 sent to each fire station by e-mail. A paper copy of the proposed rule change will be sent to each fire station in conjunction with the e-mail. The copy may be sent through the Department's weekly mail delivery. Copies of all rules and regulations that are in effect shall be maintained in a Department-furnished binder at all fire stations.

## **ARTICLE X**

### **UNION BUSINESS**

With the consent of the Department Chief, employees designated by the elected or acting Union President shall be granted time off to perform union functions on an event-specific basis, including but not limited to attendance at conventions, conferences and seminars, without loss of pay not to exceed twenty-five (25) total tours of duty for all union members. A tour of duty is one 24-hour shift for 56-hour personnel or one 8-hour workday for 40-hour personnel. After 25 tours of duty are exhausted, the elected or acting President of the Union has three (3) more tours of duty available to him for use he deems necessary to conduct Union functions. 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 provided there is manpower available.

## **ARTICLE XI**

### **DUTIES OUTSIDE THE SCOPE OF FIRE FIGHTING**

The City agrees that employees 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 Council. In no case will any member of the Union be required to perform any duty outside the scope of fire-fighting which would conflict with the interest of any other labor organization.

## **ARTICLE XII**

### **MINIMUM STANDARDS**

The Chief of the Fire Department and the Local Union shall each select four (4) representatives to serve as the Joint Apprenticeship and Training Committee which will establish uniform minimum training standards for all fire fighters, as outlined in the "National Apprenticeship and Training Standards for Fire Fighters". These minimum standards will be used as a guideline in determining if a probationary fire fighter 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. It is further agreed that the City will arrange and provide counseling and adequate physical fitness facilities for running and physical training as required by these standards.

An incumbent of a position in the North Little Rock Fire Department established prior to the adoption of the standards shall be considered qualified and eligible for progression in accordance with the standards.

## **ARTICLE XIII**

### **WORK SCHEDULE**

Fire suppression personnel shall be on a three platoon system with an average work of fifty-six (56) hours. The platoons will work twenty-four (24) continuous hours on duty and have forty-eight (48) continuous hours off. The employees of the Inspection Division and Administrative staff, as determined by the Fire Chief, shall be on a standard forty (40) hour week.

## ARTICLE XIV

### WORKING OUT OF CLASSIFICATION

Any person covered by this Memorandum who is required to accept the responsibilities and carry out duties of a position of rank for that position or rank while so acting, shall receive the pay and benefits commensurate with the beginning salary for that rank or position. It is agreed that compensation for such out of rank assignments shall begin immediately upon assignment of the first full tour of duty.

Members who have notified their Battalion or District Chief that they do not wish to work out of class will not be ordered to do so, unless no other on-duty personnel in the district are available to work out of class.

## ARTICLE XV

### RIGHT OF ACCESS

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. The Union shall be allowed the use of Fire Station No. 1 for its regular and special meetings.

The Executive Committee of Local No. 35 will have direct access to the Chief of the Department and to the Director of Personnel of the City for such matters that are official Union business, by appointment only.

## ARTICLE XVI

### SAFETY AND EQUIPMENT

#### **a) *Safety and Equipment Committee***

There shall exist in the North Little Rock Fire Department a Safety and Equipment Committee composed of seven (7) members. Three (3) members shall be appointed by the Fire Chief, two (2) member appointed by the Union Executive Committee, one (1) member shall be elected by the Minimum Standards Committee, and the Safety Director for the City of North Little Rock. The Committee shall be responsible for making recommendations to the Fire Chief regarding safety practices involving personnel and equipment. The Committee shall also be tasked with the creation of a written recommended apparatus and equipment replacement plan. The Committee shall meet at least quarterly and shall keep accurate records of the meetings. A written copy of records made from such meetings and recommendations shall be furnished to the Union office, the Fire Chief, and to the Mayor. The Fire Chief agrees to provide a written response to

the Safety and Equipment Committee, the Union office, and to the Mayor within a timely manner.

**b) *Span of Control***

The city will attempt within available financial resources to maintain a tactical span of control ~~including no more than~~ not to exceed 7 (seven) direct subordinates during non-emergent operations, and ~~no more than~~ not to exceed 5 (five) direct subordinates during emergency operations.<sup>[HJ3]</sup>

**ARTICLE XVII**

**INCLEMENT WEATHER**

Effort will be made to avoid non-essential, non-emergent activities. Including but not limited to fire hydrant testing, fire hose testing, routine inspections or building and ground maintenance during extreme weather conditions. Extreme weather conditions shall include when temperatures reach a wind chill of 40 F or lower, or a heat index of 95 F or higher.<sup>[HJ4]</sup>

Whereas certain types of training may require operating outside of this range, such training shall be considered exempt from this article.

**ARTICLE XVIII**

**LIVABLE WORK AREA**

The City will maintain fire stations in a manner that will afford safe and sanitary living areas. The living areas of fire stations will be maintained in accordance with the City Minimum Housing Codes. Stations shall be free of insects, rodents and ~~exhaust~~; <sup>[HJ5]</sup> living areas (bedrooms, offices, kitchens, baths and study rooms) shall ~~having~~ have <sup>[HJ6]</sup> thermostatically controlled heating and cooling.

The City shall provide, without cost to the employees on duty, adequate parking space adjacent to all fire stations and fire department facilities.

**ARTICLE XIX**

**VACANCIES**

Within the limits of the Federal Consent Decree, vacancies in the fire fighting ranks shall be anticipated by the City so that the Department of Personnel will be able to maintain promotional eligibility lists and new hire lists as specified by State and Civil Service law.

If a fire fighter serves in a continuous acting capacity and is subsequently promoted on a permanent basis, such fire fighter's date of rank shall commence from the date of the acting promotion. Continuous acting capacity will begin on the first shift in which the employee works in the acting rank or position. Time off for vacation, personal leave, traded time, and/or sick leave, whether excused or unexcused, will not interrupt this continuity unless the total shifts off exceeds the prior total of shifts served in the acting rank or position. A date of rank extension based on serving in acting capacity shall only exist for the purpose of establishing the date from which the employee is considered to have been promoted with regard to pay scale. It shall not be cause for adjusting any wages that have already been paid to the employee, nor shall it disqualify any existing Probationary Period associated with being promoted to the given rank.

## **ARTICLE XX**

### **TRADING TIME**

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 receive permission from his/her immediate supervisor prior to the exchange. Permission must be obtained from the Battalion or District chief in order for a fire fighter to exchange three (3) or more consecutive tours of duty.

## **ARTICLE XXI**

### **OVERTIME**<sub>[Ma7]</sub>

Overtime shall be paid at a rate of 1 ½ times the normal rate of pay. All overtime shall be figured at a rate of annual salary divided by 2,920 x 1 ½ x hours worked.

- (a) Call back. All employees who are called back for Fire Department duty from off duty shall be paid a minimum of four (4) hours overtime.
- (b) Holdover. All employees who are required to work more than ½ hour past their normal relief time shall be paid overtime for each hour that they are held over. Any part of an hour past thirty (30) minutes shall be considered a full hour.
- (c) Overtime shall be by voluntary sign up. Overtime shall be on a seniority basis. The volunteer list shall be on a rotating basis. The employee who volunteers with the most seniority in the rank to be filled shall be given first choice. If no volunteer can be found then an inverse order of seniority shall be used.
- (d) Overtime shall be paid when fire fighters are required to appear in court during off duty hours on departmental business or when subpoenaed for Civil Service Commission hearings

## **ARTICLE XXII**

### **HOLIDAY EQUALIZATION PAY**

Eleven holidays per year as provided by Ordinance No. 3603 passed May 22, 1967.

## **ARTICLE XXIII**

### **AUTHORIZED LEAVE**

Employees may be granted authorized leave by the Chief of the Department for such activities as are beneficial to the Department and the City, examples of which are:

1. Schools and seminars on fire-fighting practices.
2. Retirement meetings. These include seminars, meetings, conferences and conventions or other opportunities to gather or exchange information about retirement.
3. Healthcare Provider meetings. These include any meeting involving the Municipal League, the Wellness Center, or any other City healthcare provider.
4. Legislative hearings and legislative committee meetings which concern the Fire Department and the State and local laws governing it.
5. Any other functions which would serve to the benefit of the North Little Rock Fire Department and its employees as determined by the Chief.

No employee should be held responsible for any time he/she lost for these functions or be required to furnish relief personnel to attend these functions.

**ARTICLE XXIV**

**PERSONAL LEAVE**

Each uniformed fire fighter will receive personal leave days each year which he/she may use at their own discretion. The number of days are as follows:

	<b><u>WILL RECEIVE</u></b>
First year	0 days
Second year thru four years & 364 days	1 day
Fifth year thru nine years & 364 days	2 days
Tenth year thru nineteen years & 364 days	3 days
Twenty years and over	4 days

Personal leave days will be selected by advance bidding. After vacations have been selected, each fire fighter will be given the opportunity to bid on which days he/she wants to use as personal leave days. The fire fighters will select by seniority by crews, each person selecting one day before anyone selects a second day. Once the days have been selected and confirmed, no employee will be allowed to bump another. However, a fire fighter may change his/her day if it does not conflict with the vacation or personal leave day schedules that have been selected.

**ARTICLE XXV**

**VACATION TIME**

Each 40-hour employee who has completed one (1) through fourteen (14) years of service with the Fire Department will receive three (3) weeks vacation with pay. Those with fifteen (15) years of service or more will receive four (4) weeks vacation pay.

Each 56-hour employee who has completed one (1) through fourteen (14) years of service with the Fire Department will receive eight (8) shifts vacation with pay. Those with fifteen (15) years of service or more will eleven (11) shifts vacation with pay.

Vacation shifts (for 56-hour employees) or days (for 40-hour employees) will be selected by seniority. No employee will be denied his/her choice due to another employee's mandatory scheduling (new employees, military leave, etc.).

**ARTICLE XXVI**

**INSURANCE**

Health insurance will stay the same as in effect on January 1, 2014. To include full premium payments for coverage of all fire fighters plus seventy-five percent (75%) family plan, subject to the limitations in Resolution No. 3732.

The City will provide at no extra cost to the employee \$25,000.00 life insurance on each employee from the first day of hire. Such life insurance shall include provisions for accidental death and dismemberment.

In the event of the death of a fire fighter while on duty, the City shall pay 100% of the health insurance premiums for the member's spouse and all dependent children, and the coverage shall continue so long as said dependent children are eligible pursuant to the terms of the insurance coverage in effect at the time, and in the case of the member's spouse, until remarriage.

## **ARTICLE XXVII**

### **ON-THE-JOB INJURIES**

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

The City shall provide workers' compensation coverage for job related injuries and illnesses. All medical costs relating to on-the-job injuries which are not covered by workers' compensation shall be paid by the City. No sick leave will be charged against an employee while he/she is incapacitated by an on-the-job injury. An employee injured on the job shall continue to receive his/her regular rate of pay during the time necessarily lost from work. Any disability payments received from workers' compensation coverage for the same injury shall be credited to the City. In no event will time exceed one hundred four (104) weeks.

## **ARTICLE XXVIII**

### **SICK LEAVE**

All fire fighters will receive twenty (20) days (tour of duty) per year sick leave, at a rate of 1.67 days per month.

Unused sick leave will accumulate up to a maximum of ninety (90) days (tour of duty). Forty-hour employees may accumulate up to one hundred ninety-eight (198) days (tour of duty) sick leave.

If a shift worker transfers to a 40-hour position, total accumulated sick leave shall be multiplied by 2.2. If a 40-hour worker transfers to a shift position, total accumulated sick leave shall be divided by 2.2.

Upon retirement, a 40-hour worker's accumulated sick leave shall be divided by 2.2 to arrive at final accumulated sick pay (maximum 4 ½ months).

On-duty injury or disability shall not be charged to the accumulated sick leave of the employee.

Employees shall be compensated in cash for accumulated sick leave when they retire, up to a maximum of sixty (60) days. Payment for unused sick leave upon retirement shall not exceed three (3) months salary. 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.

The City will pay up to ninety (90) days accumulated sick leave upon retirement (maximum 4 ½ months) to retiring fire fighters with at least 20 years of service.

When the employee is absent two (2) consecutive tours of duty or more (for 40-hour employees it shall be after the third tour of duty), he/she will be required to provide medical evidence of his/her inability to work, and the date that he/she may return to work, before being allowed to report back for duty. 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.

Where the pattern of sick leave usage indicates abuse, the Fire Chief or his designated representative shall have the option of requiring the employee to have a complete physical performed by the city's medical provider. Abuse shall be defined as an employee taking more than five (5) random tours of duty in a given 12-month period without a doctor's excuse. The physical, if required, shall be done while the employee is on duty and the City shall bear the cost ~~therefor~~<sup>thereof</sup>.<sup>[HJ8]</sup> The employee shall also be required to obtain a doctor's excuse for any subsequent illness occurring within the following 90-day period after the fifth day taken off for sick leave.

Sick leave may be used for medical, dental and optical exams and for serious illness or disability requiring hospitalization or emergency treatment in the employee's and spouse's immediate family (mother, father and children) which required the presence of the employee not to exceed three (3) tours of duty (4 tours for 40-hour workers) in a calendar year. These tours shall not be considered against the employees 5 random tours.

After the maximum of sixty (60) days accumulated leave has been reached, compensation for sick days accrued during a calendar year shall be paid as follows:

All days accrued in excess of sixty (60) days will be paid to the employee at the rate of \$10.00 per day. Provided that any employee who takes 4-6 sick days off in a given year shall only be entitled to compensation for excess accumulated sick leave at the rate of \$5.00 per day. Further, provided that any employee who takes 7 or more sick days in a given year shall not be entitled to any compensation for accumulated sick leave in excess of the 60-day maximum accumulation. All sick leave compensation shall be due and payable before the 31<sup>st</sup> day of January of the following year earned.

**ARTICLE XXIX**

**FUNERAL LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be allowed time off with pay. Time off is two (2) tours of duty for 56-hour employees or four (4) tours of duty for 40-hour employees.

The immediate family shall be defined as spouse and children of the member, grandmother, grandfather, mother, father, brother, or sister of the member and those of the member's spouse.

**ARTICLE XXX**

**UNIFORM ISSUANCE**

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished, without cost, to the employees of the City. The City will make provisions for the fire fighters to change out worn out protective clothing during normal working hours and will make further provisions for the fire fighters to replace protective clothing and safety equipment of an emergency nature at all times. If the City does not have needed safety equipment (helmets, coats, boots, etc.) on hand, the department will immediately purchase or supply such needed equipment.

**ARTICLE XXXI**

**FOOD ALLOWANCE**

Fire fighters who are assigned to work 24-hour shifts will be allowed the use of the kitchen facilities at each station. Fire fighters of all ranks who are employed on the first day of the month for which payment is made will receive a meal allowance of \$120.00 per month.

**ARTICLE XXXII**

**PAYCHECK DISTRIBUTION**

The City will distribute the employee's check or check statement to the fire station designated by the employee as soon as the checks or check statements are available. The on-

duty house Captain at each station will make available the checks or check statements to each individual employee who receives payment or notification at the station.

### **ARTICLE XXXIII**

#### **CABLE TELEVISION**

The City will arrange with the company having the cable television franchise to furnish all basic cable services to each fire station without cost to the employees.

### **ARTICLE XXXIV**

#### **DETAIL COMPENSATION**

Any fire fighter who reports for duty and is detailed to work at a station other than the station which he/she is assigned will be compensated at the rate of Five & 00/100 Dollars (\$5.00) per detail. A fire fighter is considered assigned to a station when he/she gets his/her initial work assignment for the day. If, during his/her tour of duty, he/she is moved, he/she would be compensated at a rate of Five & 00/100 Dollars (\$5.00) per day.

Detail pay will be made in addition to any acting pay the date of detail.

### **ARTICLE XXXV**

#### **40-HOUR PAY**

The following positions within the Fire Department shall be paid an additional amount of One Hundred Seventy Five & 00/100 Dollars (\$175.00) per month:

Captain assigned to the Fire Marshal's Office  
Lieutenant assigned to the Fire Marshal's Office  
Captain assigned to the Training Division  
Captain assigned to the administrative department

This additional rate of pay will be in effect for members assigned on a permanent basis to these positions. When the member assigned to one of these positions is reassigned to an engine company, ladder company, rescue unit, etc., the member's pay will return to the regular rate for the member's rank

### **ARTICLE XXXVI**

## CAREER DEVELOPMENT

The City of North Little Rock, the Fire Department and the Union recognize the importance of adopting a formal program for educational pay incentives to encourage fire fighters to achieve a college level education. Such assistance is vital to the recruitment, education and retention of fire fighters who are pursuing or have attained a college degree. The employer shall implement an educational incentive pay program for all fire fighters who are entitled to receive such pay.

Educational incentive pay shall be paid at the rate of One Dollar (\$1.00) per month for each one (1) credit hour of approved accredited college education up to a maximum of One Hundred Twenty & 00/100 Dollars (\$120.00) per month to all permanent employees who are enrolled in a minimum of six (6) hours per semester and are participating in courses at an accredited college or university and are pursuing an acceptable degree. Seventy Two & 00/100 Dollars (\$72.00) per month shall be paid to all permanent employees who have earned an Associate Degree, One Hundred Forty Four & 00/100 (\$144.00) per month to all permanent employees who have earned a Bachelor's Degree, or One Hundred Sixty Eight & 00/100 Dollars (\$168.00) per month to all permanent employees who have earned an acceptable Master's Degree.

To be eligible for educational incentive pay, a permanent employee shall furnish documentation of college enrollment and satisfactory completion of accredited college hours, or the certificate of degrees to the Fire Chief or his designee and the Personnel Department of the City of North Little Rock.

For employees hired after 1-1-92 the only Associate's or Bachelor's degrees eligible are Nursing, Trauma, Management, Chemistry, Fire Science, Fire Engineering, Fire Administration, Environmental Health, Physical Education, and Paramedic. Documents shall be provided by May 1 and November 1 of each calendar year. Payments shall be made every six (6) months, on June 1 and December 1. The employer shall not be liable for such pay if documents are not furnished to them.

A current Paramedic Certificate that is valid in the State of Arkansas shall be paid equivalent to a Bachelor's Degree in accordance with this Article.

Employees who are currently certified as Hazardous Materials Instructors or Emergency Medical Technician Instructors shall receive an additional Ten & 00/100 Dollars (\$10.00) per month to be paid every six (6) months, on June 1 and December 1.

An employee, after one year's service, shall be entitled to Forty-five & 00/100 Dollars (\$45.00) per month Journeyman's pay. The employee, after earning his/her Journeyman's certificate, shall be entitled to an additional Fifty Five & 00/100 Dollars (\$55.00) per month, for a total of One Hundred & 00/100 Dollars (\$100.00) per month. Payment shall be made every six (6) months, on June 1 and December 1. Documents shall be provided by May 1 and November 1 of each calendar year.

**ARTICLE XXXVII**

**SELECTIVE CAREER OPPORTUNITY**

The City of North Little Rock, the Fire Department, and the Union recognize the importance of job assignments being made on the basis of experience, training, competence, ability, personal interest and individual professional goals. Through selective career opportunity, fire fighters will be allowed to apply their knowledge, skills and interests to better serve the community while fulfilling personal needs in career development. Selective career opportunity shall allow a fire fighter to select a permanent work assignment within the department under the following conditions:

1. The position for which the request is being made has been vacated.
2. The fire fighter holds the rank of the position for which the request is being made.
3. The fire fighter stands highest on the seniority list of those requesting the position.
4. Only the initial vacancy for each rank will be considered.
5. The selective career opportunity process will in no way interfere with the smooth and efficient operation of the Department.
6. All requests must be approved by the Chief of the Department.

**ARTICLE XXXVIII**

**DROP PLAN**

All fire fighters covered by the “old” pension plan shall be afforded participation in the “drop plan.”

**ARTICLE XXXIX**

**JOINT PLANNING COMMITTEE**

There shall exist a Joint Planning Committee composed of six (6) members. Two (2) members shall be appointed by the Fire Chief, two (2) members elected by the Union body, and two (2) city government officials appointed by the Mayor. The Committee shall be responsible for establishing recommended long term, mid-term, and short term/ immediate goals as well as recommendations to accomplish these goals. The committee shall be responsible for monitoring the Apparatus and Equipment Replacement Plan as established by the Safety and Equipment Committee and approved by the Fire Chief. This committee shall meet biannually.

**ARTICLE XL**

**AGREEMENT**

The parties below have affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, ~~2014-2015~~ to place into effect the provisions of this Memorandum of Understanding. The effective date of this Memorandum of Understanding shall be ~~July 1, 2014~~ January 1<sup>st</sup>, 2016, except as otherwise provided.

CITY OF NORTH LITTLE ROCK

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS A.F.L.-C.I.O.,  
LOCAL NO. 35

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

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

**ATTACHMENT “A”**  
**Salaries for Fire Fighters Effective January 2, 2016**

<u>POSITION</u>	<u>SALARY</u>	<u>% OF TOP PAY</u>
<u>Firefighters</u>		
Beginning	<del>\$31,618.69</del> <u>\$32,567.25</u>	70%
1 <sup>st</sup> Year	<del>\$33,877.17</del> <u>\$34,893.49</u>	75%
2 <sup>nd</sup> Year	<del>\$36,135.64</del> <u>\$37,219.71</u>	80%
3 <sup>rd</sup> Year	<del>\$38,394.12</del> <u>\$39,545.94</u>	85%
4 <sup>th</sup> Year	<del>\$45,169.56</del> <u>\$46,524.65</u>	100%
<u>Lieutenants</u>		
Beginning	<del>\$46,816.77</del> <u>\$48,221.27</u>	95%
Top – 1 Year	<del>\$49,280.82</del> <u>\$50,759.24</u>	100%
<u>Captains</u>		
Beginning	<del>\$50,902.93</del> <u>\$52,430.02</u>	90%
Top – 1 Year	<del>\$56,558.82</del> <u>\$58,255.58</u>	100%

**(A) All employees who are promoted or who will reach an anniversary date in rank will at that time be elevated to the appropriate level.**

**(B) Firefighters will receive longevity pay amounting to Five Dollars and Twenty Five Cents (\$5.25) per month for each year of service, payment to be made every six (6) months in June and December.**