R-21- 194

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 (see Substantive Changes attached hereto as Exhibit A); 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 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 B 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SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.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 Terry C. Hartwick

SPONSOR:

Terry C. Hartwick

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE NLR FINANCE DEPARTMENT/FORMATTED BY THE OFFICE OF THE CITY ATTORNEY

FILED 10:48 A.M. _____ P.M.

By Amy Fields, City Atty

DATE 12/7/21

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY B Tomlin

Substantive Changes

Exhibit A

Article 10 – Union Business

Union time off not to exceed 33 total tours of duty rather than 30.

Article 21 – Overtime

Union time was added for purposes of determining non-scheduled overtime eligibility.

Article 24 – Personal Leave

Personal leave time will be earned on January 1st of each year based on the employees' years of service on that day. However personal leave will not be accrued and considered available for use in the employees' leave bank until the pay period following January 1st each year (rather than the employee's anniversary date).

Article 28 – Sick Leave

Added to Section 1, 2nd paragraph: Any additional sick time requested outside of the time necessary to perform the exam will require written documentation from the medical provider stating the employee is medically unable to work and the date the employee may return to duty.

Section 5 1st paragraph added: Sick leave is not additional discretionary paid time off from work and should not be viewed as so. Using sick leave as discretionary paid time off is a form of sick leave abuse and may be considered fraud against the city. Abuse of sick leave could result in disciplinary action up to and including termination.

Section 5 3rd paragraph added: Employees are expected to be available for work during all scheduled hours unless a medical condition occurs or an emergency occurs beyond their control. A pattern of regular absence from work, an employee taking more than five (5) random tours of duty in any twelve (12) month period without written documentation from a medical provider, may be considered abuse of sick leave. A pattern is defined as something that happens in a regular or repeated way.

Section 5 4th paragraph added: The employee shall also be required to provide written documentation from a medical physician for any subsequent illness occurring within the following 120-day period after the fifth (5th) day taken off for sick leave or after being notified that a pattern of sick leave abuse has been established. The physician statement for each absence shall include, dates of treatment, anticipated length of absence, and a statement releasing the employee back to work. When an employee is being

investigated for sick leave abuse, management will meet with the employee to give them an opportunity to provide documentation to support sick leave usage.

Section 5 added:

Exception. Absences or tardiness designated as FMLA leave shall not be counted in the number of sick leave absences for purposes of calculating sick leave abuse.

Extra Employment. An employee may not work any extra employment for an outside employer, or self-employment during hours off for sick leave.

Department Head Authority. When the pattern of an employee's sick leave use indicates abuse, the Fire Chief or his designated representative shall be authorized to:

- Verify the necessity of all claims of temporary incapacity personally, either by telephone or home visit. The employee shall be available by phone or home visit during sick leave.
- Take disciplinary action, including discharge, when the employee has the ability to correct the abuse of sick leave but fails to do so.

Article 32 - Compensation

Longevity bonus increases to $6.00 per month from $5.85 for each full year of service.

Article 36 - Career Development

Journeyman's pay after one year of service increases to $50 from $45 per month

Pay for earning Journeyman's certificate increases to $60 from $55 per month

See Attachment A of the MOU for the pay scale increase.

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 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 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 his 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 2

TERM OF THE MEMORANDUM

This Memorandum shall be effective as of January 1, 2022 and shall remain in full force and effect through December 31st 2023. The pay schedule and any other benefits with a retroactive date will be effective on the dates so indicated. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least 180 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 150 days prior to the expiration date.

ARTICLE 3

SEVERABILI TY

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 4

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 5

PRIVILEGES

REST PERIOD: At the discretion of the company officer, all uniform personnel will be allowed a rest period. This should not interfere with training or any other daily activity.

REPAIRS AND MAINTENANCE ON APPARATUS AND/OR EQUIPMENT: If reasonably competent and comfortable in doing so, the Lieutenant and/or firefighter, should assist the mechanic with any repairs or maintenance of their apparatus and/or equipment.

ARTICLE 6

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, 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 effecting a general problem area may proceed directly to STEP 3.

STEP 3: If the Union Grievance Committee and/or the employee forwards the grievance within five (5) business days to the Fire Chief for settlement, the griever 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. The Mayor has the right to be present. The Fire Chief, or his designee, shall submit his answer, in writing, to the employee involved and the Union Grievance Committee within ten (10) business days.

STEP 4: If the matter has not been resolved at Step 3, the grievance and the response of the Fire Chief may be submitted to the Mayor for final administrative determination which will be submitted to the employee, fire chief, and Union Grievance Committee. If the issue is not resolved at this step, it may then be submitted to mediation or arbitration, provided the City is allowed by law to submit to arbitration, within twenty (20) business days for final settlement as follows:

(1) The mediation/arbitration proceedings shall be conducted by a mediator/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 a mediator/arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) mediators/arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting mediation/arbitration shall strike one name first and the other party next. The process will be repeated, and the remaining person shall be the mediator/arbitrator. In successive mediation, the City and the Union will alternate in striking first.

(2) The City and Union agree to mediate in good faith to reach an

amicable resolution to the grievance. Should it be found lawful for the City to engage in arbitration, the findings of the arbitrator shall be final.

(3) The cost of the mediator/arbitrator shall be shared equally by the City and the Union. The City will share equally in incidental mediation/arbitrator expense. Should either party desire a transcript of the proceedings, it shall be made available to the other party and the mediator/arbitrator without charge.

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 7

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 I of this Article.

ARTICLE 8

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 9

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 10

UNION BUSINESS

With the consent of the Fire 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 33 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. 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 11

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 ease will any member of the Union

be required to perform any duty outside the scope of firefighting which would conflict with the interest of any other labor organization.

ARTICLE 12

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 13

WORK SCHEDULE

Employees will be assigned to either 24 or 8 hour shifts depending upon the job assignment. Twenty-four hour shift workers will work a schedule of 24 hours on duty followed by 48 hours off duty. In the designated 14-day cycle, these employees will be scheduled to work either 4 (96 hours) or 5 shifts (120 hours). Eight-hour shift workers will work 5 days on and 2 days off for a total of 80 hours in the 14-day cycle. In the event of emergencies, exigencies, or changing workload demands, work hours may be extended or adjusted with as much notice as reasonably possible and practical under the precipitating circumstances. Employees must make themselves available for call back to duty in accordance with fire department policy and directives.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

Employees assigned to temporarily perform the duties of a higher rank shall receive the pay and benefits of the beginning salary for the higher rank or position. The higher compensation shall begin with the first full work shift. Employees who do not wish to temporarily perform the duties of a higher rank will not be required to do so, unless no other on-duty personnel are available to work out of class.

ARTICLE 15

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. I 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 16

SAFETY AND EQUIPMENT

SECTION 1. 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.

SECTION 2. Span of Control. The city will attempt within available financial resources to maintain a tactical span of control not to exceed 7 (seven) direct subordinates during non-emergent operations, and not to exceed 5 (five) direct subordinates during emergency operations.

ARTICLE 17

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 for lower, or a heat index of 95 or higher.

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

ARTICLE 18

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; living areas (bedrooms, offices, kitchens, baths and study rooms) shall have 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 19

VACANCIES

Within the limits of the Federal Consent Decree, vacancies in the firefighting 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 20

TRADING TIME

Employees shall have the right to exchange time with qualified employees with supervisory approval when the change does not interfere with the operation of the fire department. The time exchange is an agreement between two employees and is not subject to overtime payment.

ARTICLE 21

OVERTIME

SECTION 1. Scheduled Overtime. The City has chosen a 14 day cycle as provided by the Federal Fair Labor Standards Act (FLSA) for the payment of overtime. Non-exempt employees assigned to 24-hour shifts will normally be scheduled to work 96 hours or 120 hours within the 14 day cycle. The PISA requires overtime payment for hours worked in excess of 106. Only hours actually worked are included in the calculation for this overtime. The overtime payment will be made in the first pay period following the end of the 14 day period. The scheduled work hours for employees assigned to 40 hour per week assignments is 80 hours per 14 day cycle.

SECTION 2. Non-Scheduled Overtime. Employees who work hours in excess of their regularly scheduled work hours within a 14 day pay period will be paid overtime compensation. For purposes of determining non-scheduled overtime eligibility, vacation, bereavement leave, personal leave, union time and compensatory time taken shall be counted as time actually worked. Payment will be included in the payroll for the pay period in which the overtime was worked.

(a) Call back. All employees who are called back for duty after having been off duty and away from the assigned duty station for more than 15 minutes shall be paid a minimum of 4 hours overtime.

(b) Holdover. All employees who are required to work past their normal relief time after working a full shift shall be paid overtime in 15 minute increments. Partial increments will be rounded to the nearest quarter hour.

(c) Overtime shall be paid when employees are required to report for administrative purposes, training, meetings, to appear in court, or when subpoenaed for Civil Service Commission hearings on departmental business during off duty hours.

SECTION 3. No Duplication of Payment. Overtime cannot be for paid for both regular overtime and scheduled overtime for the same hours.

SECTION 4. Overtime Rate. The overtime rate is calculated by combining the employee's annual base salary, longevity pay, educational incentive pay, and 40-hour worker pay, if applicable; then dividing that sum by 2920 for 24-hour shift employees and by 2080 for 40 hour per week employees; and then multiplying that result by 1.5.

SECTION 5. Compensatory Time. An employee may elect, with pre-approval of the fire chief and in accordance with department policy, to receive compensatory time in lieu of monetary payment for non-scheduled overtime worked. Compensatory time will be awarded at the rate of one and one-half hours for every hour worked in non-scheduled overtime status. Employees may not accumulate more than 240 hours of compensatory time.

SECTION 6. Non-emergency 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. The inverse order list will be reset on the first day of every odd-numbered month.

ARTICLE 22

HOLIDAY EQUALIZATION PAY

Because of the nature of the work, holidays off cannot be afforded uniform fire employees. Employees will be paid an additional amount equal to the employee's daily base pay for each holiday declared by the City. The payment will be added to the pay for the pay period in which the holiday occurs.

ARTICLE 23

AUTHORIZED LEAVE

Employees may be granted on-duty time by the Chief of the Department to attend meetings other activities deemed beneficial to the Department and the City, examples of which are:

1. Schools and seminars on firefighting 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 24

PERSONAL LEAVE

Each employee will be granted paid personal leave time in addition to vacation leave as follows:

Continuous years of service	24-hour shift employee	8-hour shift employee
2-4 years	24 hours	8 hours
5-9 years	48 hours	16 hours
10-19 years	72 hours	24 hours
20 years or more	96 hours	32 hours

Personal leave time will be earned on January 1st of each year based on the employees' years of service on that day. However personal leave will not be accrued and considered available for use in the employees' leave bank until the pay period following January 1st each year. Leave balances for employees moving between 24 hour and 8 hour shift assignments will be adjusted by dividing the 24 hour balance by 3 and multiplying the 8 hour balance by 3. Personal leave time must be used within the 12 months between anniversary dates and may not be carried over from one anniversary year to the next.

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 25

VACATION LEAVE

Eight-hour shift employees who have completed less than 15 years of continuous service with the department will be granted 120 hours of paid vacation leave annually. Employees with 15 or more years of continuous service will be granted 160 hours of vacation leave annually.

Twenty-four hour shift employees with less than 15 years of continuous service with the department will be granted 192 hours of paid vacation leave annually. Those with 15 or more years of continuous service will be granted 264 hours of vacation leave annually.

Vacation leave will be awarded bi-weekly in conjunction with pay periods at a rate that results in the total leave granted as stated above.

An employee may carry forward vacation leave from one calendar year to the next in an amount not to exceed the number of hours accrued in two years.

Accrued vacation leave for employees that move between 24 hour and 8 hour shift assignments will be adjusted as follows:

For accumulations earned for the under 15 year rate by multiplying the 24 hour accumulation by .625 and the 8 hour accumulation by 1.6;
For accumulations earned at the 15 year and over rate by multiplying the 24 hour accumulation by .60607 and the 8 hour accumulation by 1.65; and
Leave accrual rates will be adjusted to the appropriate rate for the shift configuration.

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 26

MEDICAL INSURANCE

SECTION 1. Group Plan. The City will make available group health/medical insurance coverage for the employee and the employee's family. The City will subsidize the cost of the insurance coverage as follows: If the total monthly premium for medical insurance does not exceed $467 for individual plans and $1,050 for family plans, the City will continue to pay 100% of the cost for individual plans and 75% of the cost for family plans. If the total monthly premiums exceed.these amounts, the increased cost will be paid by the employee. Provided, however, that the cost to the employee will not increase by more than 5% of the total premium cost in any calendar year.

SECTION 2. Life Insurance. 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.

SECTION 3. Line of Duty Death Family Insurance. In the event of the death of a firefighter 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 or eligibility for Medicare, whichever occurs first.

SECTION 4. Specialty Medical Examinations. Medical examinations required for special assignments or certifications beyond the scope of the annual wellness exam provided for within the medical insurance plan or other provision such as for hazardous materials handling will be provided by the City.

ARTICLE 27

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 28

SICK LEAVE

SECTION 1. Leave Benefits. Employees will be granted paid sick leave equal to 20 work shifts per year. Sick leave will be accrued bi-weekly in hours coinciding with the pay periods.

Sick leave may be used for the employee's medical, dental, and optical exams when the appointments can't reasonably be made during off-duty times, but only for the time necessary to complete the exam. Any additional sick time requested outside of the time necessary to perform the exam will require written documentation from the medical provider stating the employee is medically unable to work and the date the employee may return to duty. Sick leave may be taken in one hour increments.

The Family Medical Leave Act (FLMA) may apply to sick leave usage. The FMLA provisions are covered in an executive order.

Work-related injuries or illness may not be charged to the accumulated sick' leave of the employee.

SECTION 2. Family Illness. Subject to limitations, sick leave may also be used for serious illness of a member of the employee's immediate family (spouse, children, mother, father, mother-in-law, and father-in-law) and the presence of the employee is reasonably required for the care of the family member. When scheduling cannot reasonably be done during off-duty hours, employees may use sick leave to accompany children under the age of 18 to medical, dental, and optical exams, but only for the time necessary to complete the exam. The use of sick leave for these purposes may not exceed 72 hours for 24-hour shift workers and 40 hours for 8-hour shift workers in a calendar year.

SECTION 3. Leave Accumulation. Unused sick leave may accumulate up to a maximum of 2,160 hours (90 days) for 24-hour shift employees and 1,584 hours (198 days) for 8-hour shift employees. If an employee moves to an 8-hour shift position from a 24-hour shift position, total accumulated sick leave shall be adjusted by multiplying the total accumulated hours by .73334. If a 40-hour worker transfers to a shift position, total accumulated sick leave shall be multiplied by 1.36364.

SECTION 4. Catastrophic Leave Bank. The City and Local 35 will work jointly to establish and implement a paid leave bank for employees who suffer a catastrophic illness and/or catastrophic injury and have exhausted their available leave time. The leave bank will be funded by employee sick leave that exceeds the accumulation limits established above. The leave bank will be implemented on or before December 1, 2023.

SECTION 5. Sick Leave Abuse. Sick leave is a benefit provided by the City to protect employees from financial loss in the event of illness and should not be viewed as additional discretionary paid time off work. Sick leave is not additional discretionary paid time off from work and should not be viewed as so. Using sick leave as discretionary paid time off is a form of sick leave abuse and may be considered fraud against the city. Abuse of sick leave could result in disciplinary action up to and including termination.

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.

Employees are expected to be available for work during all scheduled hours unless a medical condition occurs or an emergency occurs beyond their control. A pattern of regular absence from work, an employee taking more than five (5) random tours of duty in any twelve (12) month period without written documentation from a medical provider, may be considered abuse of sick leave. A pattern is defined as something that happens in a regular or repeated way.

When the actions of an employee or a pattern of sick leave use indicates abuse, the Fire Chief or his designated representative may require the employee to have a complete fitness for duty medical examination performed by a medical provider selected by the City. The physical or fitness for duty examination, if required, shall be done while the employee is on duty and at the City's expense. The employee shall also be required to provide written documentation from a medical physician for any subsequent illness occurring within the following 120-day period after the fifth (5th) day taken off for sick leave or after being notified that a pattern of sick leave abuse has been established. The physician statement for each absence shall include, dates of treatment, anticipated length of absence, and a statement releasing the employee back to work. When an employee is being investigated for sick leave abuse, management will meet with the employee to give them an opportunity to provide documentation to support sick leave usage.

Exception. Absences or tardiness designated as FMLA leave shall not be counted in the number of sick leave absences for purposes of calculating sick leave abuse.

Extra Employment. An employee may not work any extra employment for an outside employer, or self-employment during hours off for sick leave.

Department Head Authority. When the pattern of an employee's sick leave use indicates abuse, the Fire Chief or his designated representative shall be authorized to:

- Verify the necessity of all claims of temporary incapacity personally, either by telephone or home visit. The employee shall be available by phone or home visit during sick leave.
- Take disciplinary action, including discharge, when the employee has the ability to correct the abuse of sick leave but fails to do so.

SECTION 6. Sick Leave Retirement/Death Payout. Upon separation after at least 10 years of continuous service, retirement or death while in service, the employee will be paid for unused sick leave at the employee's final base rate of pay as follows:

Employees will be paid for up to 1,440 hours at the employee's base hourly rate, not to exceed an amount equal to 3 months base salary.
Employees with at least 20 years of continuous service will be paid for up 2,160 hours at the employee's base hourly rate not to exceed an amount equal to 4.5 months base salary.
For purposes of this bonus, 8-hour shift employees' final accumulated sick leave will be adjusted in accordance with the procedures set out in section 3 above.

For the purpose of this benefit, retirement means separation from employment and eligibility to immediately begin receiving retirement benefits from a City sponsored fire employee retirement program.

SECTION 7. Sick Leave Bonus. After the maximum allowed accumulation of sick leave has been reached, compensation for sick days accrued above the maximum during a calendar year, up to 20 days, shall be paid as follows:

0 - 3 days taken	$10.00 per day
4 - 6 days taken	$ 5.00 per day
7 or more	$ 0.00 per day

For 24- hour shift employees, a day is 24 hours and for 8-hour shift employees, a day is 8 hours. The sick leave bonus will be paid before the 31st day of January for the previous year.

ARTICLE 29

BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall be allowed time off with pay; 48 hours for 56-hour employees or 40 hours for 40-hour employees. For these purposes, immediate family means spouse, children, and the grandmother, grandfather, mother, father, brother, and sister of the employee or employee's spouse.

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

ARTICLE 30

UNIFORM ISSUANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished, without cost, to employees. Worn or damaged items will be replaced in a timely manner while on duty. Provisions will be in place to make immediate emergency replacement of protective clothing and safety equipment.

ARTICLE 31

FOOD ALLOWANCE

Employees will receive a food allowance of $120.00 per month and will be allowed the use of the kitchen facilities at each station. Payment will be made twice per year, on or about June 1 and December 1.

ARTICLE 32

COMPENSATION

SECTION 1. Pay Scale. The salary schedule for employees covered by this agreement is set out and attached as Attachment A, which shall be a part of, and be subject to, all the provisions of this Memorandum.

SECTION 2. Longevity Bonus. A longevity bonus of $6.00 per month is paid for each full year of service payable in June and December.

SECTION 3. Delivery. The City prefers that employees use direct deposit and electronic delivery of pay statements, but if preferred, 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 33

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 34

DETAIL COMPENSATION

Twenty-four hour employees who report for duty and are then detailed to work at a station other than the station which he/she is assigned and must use a personal vehicle for transportation will be compensated at the rate of $15.00 per detail. An employee is considered assigned to a station when he/she arrives at his/her initial work assignment for the day.

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

ARTICLE 35

40-HOURPAY

Non-executive employees assigned to a 40 hour position will receive supplemental pay in the amount of $250.00 per month for the period of time assigned to that position,

Employees assigned 40 hour positions temporarily for training, light duty, or other temporary purposes are not eligible for this supplement.

ARTICLE 36

CAREER DEVELOPMENT

Educational incentive pay shall be paid at the rate of $1.00 per month for each one credit hour of approved accredited college education up to a maximum of $120.00 per month to all non-probationary employees who are enrolled in a minimum of 6 credit hours per semester and are participating in courses at an accredited college or university and are pursuing an acceptable degree. The amount of $72.00 per month shall be paid to all permanent employees who have earned an Associate Degree, or $144.00 per month to all permanent employees who have earned a Bachelor's Degree, or $168.00 per month to all permanent employees who have earned an acceptable Master's Degree.

Employees are eligible for educational incentive pay after the successful completion of one year of employment. The employee must 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 Human Resources Department of the City.

For employees hired after 1-1-92 the only Associate or Bachelor degrees eligible for this bonus are Nursing, Trauma, Management, Chemistry, Fire Science, Fire Engineering, Fire Administration, Environmental Health, Physical Education, Paramedic, or other related degrees as determined by department policy and the fire chief.

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. An employee may not be paid for both a college degree or hours and a paramedic certificate, if the paramedic training is included within the college degree or hours.

Employees who are certified and actively serving as Hazardous Materials Instructors or Emergency Medical Technician Instructors within the department shall receive an additional $20.00 per month.

An employee, after one year's service, shall be entitled to $50.00 per month Journeyman's pay. The employee, after earning his/her Journeyman's certificate, shall be entitled to an additional $60.00 per month, for a total of $110.00 per month.

Career Development Bonus payment shall be made every 6 months, on or about June 1 and December 1 for the previous six months ending April 30 and October 31. Documents must be provided to the City in accordance with established procedure by May 1 and November 1 of each calendar year. The City shall not be liable for such pay if documents are not provided within the required time limit or appropriate format.

ARTICLE 37

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:

I. The position for which the request is being made has been vacated.

2. The firefighter holds the rank of the position for which the request is being made.

3. The firefighter 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 38

DROP PLAN

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

ARTICLE 39

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 40

AGREEMENT

The parties below have affixed their signatures on this _____ day of_____20__ to place into effect the provisions of this Memorandum of Understanding. The date of this Memorandum of Understanding shall be_____, 20__, 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

Annual Pay Scale

Effective January 8, 2022

Top Captain	$67,029
Begin Captain	$60,327
Top Lieutenant	$58,403
Begin Lieutenant	$55,484
Firefighter IV	$53,531
Firefighter III	$45,501
Firefighter II	$42,825
Firefighter 1	$40,148
Begin Firefighter	$37,471

Annual Pay Scale

Effective January 7, 2023

Top Captain	$69,040
Begin Captain	$62,136
Top Lieutenant	$60,155
Begin Lieutenant	$57,148
Firefighter IV	$55,137
Firefighter III	$46,866
Firefighter II	$44,110
Firefighter I	$41,353
Begin Firefighter	$38,595