

## Fire Department Supplement

The mission of the Security & Emergency Services (SES) will be to provide reasonable and adequate protection for all employees, equipment, facilities, proprietary information and other assets. In order to provide this protection and meet contractual requirements, the SES Fire Department is required to maintain a 24/7 fire protection capability at minimum manning levels, as determined by the Department. Unless specifically stated otherwise, all provisions of the master Collective Bargaining Agreement shall apply.

[Incorporated from Letter 56]

### I. Schedule

- A) There will be three shifts – A, B, and C consisting of twenty-four on/ forty-eight off work schedules. This work schedule will be a series of twenty-four hours on, followed by forty-eight hours off shifts. Firefighters will be given an unpaid Kelly day on ~~Saturday~~ **Friday** for all shifts.
  
- B) Shifts will be for a continuous twenty-four (24) hour period beginning at 6 AM. **It is the expectation of all Firefighters to work continuously and not be permitted to clock out and return to shift once they start their shift. In the event that unforeseen and extenuating circumstances arise during a regularly scheduled shift, Firefighters may be permitted to clock out and return to duty based on operational requirements and the minimal staffing level at the time of the request, as determined by the Company. The Firefighter will be advised if they will be allowed to return to duty, at the time of the request. Failure to return to duty at the agreed upon time may result in the employee receiving an attendance infraction, if they do not have paid sick time available to cover the absence.**
  
- C) The twenty-four hour shift will be composed of twelve hours of duty time and twelve hours of standby time. Firefighters ~~will not~~ **may** be called to duty during standby time ~~except emergency response~~ **as designated by supervision, based on operational requirements.** During standby time, firefighters will have **an opportunity for** at least five continuous hours for sleep. Facilities will be made available for sleep area. ~~Sleep period will be arranged to insure that appropriate manning levels on the flight line and other areas of the facility are maintained at all times.~~ In the event of a firefighter responding to an emergency during the 5-hour rest period, he/she will not receive additional compensation.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

## II. Staffing, Implementation and Term

- A) Firefighters hired on or after March 1, 2005 will be placed in the non-GPR Labor Grade 13 rate structure.
- B) **The Company will provide an initial issue of uniforms to new hires in accordance with Departmental Operating Instructions. Replacement uniforms will be provided to all employees on an as needed basis, determined by the Company.**
- C) ~~To staff the shifts and balance seniority for ensuring proper alignment of skills (EMT, Confined Space, Haz Mat, etc.), the most senior Firefighter will be placed on shift A, the second most senior on shift B, the third most senior on shift C, the fourth most senior on shift A and so on until the shifts are filled.~~
- D) ~~Firefighters who are hired and begin work on or after April 19, 1999 will not be eligible for placement into positions in the general plant except in the application of Article IV, Section 10, paragraph 3a (re: Physically limited employees). General plant employees will not be surplused into or placed on openings in the Fire Department.~~
- E) ~~Fire Department Dispatch will be performed by Firefighters, Fire Department Supervision, or from available employees outside the Department without regard to classification.~~
- F) Fire watch duties may be assigned to any employee, **contractor, and/or vendor.** ~~including employees outside the Fire Department.~~
- G) Fire Department Bargaining Unit employees will accept administrative responsibilities assigned by Management ~~so that supervisory positions can be reduced.~~
- H) All **mandatory** Fire Department training will be accomplished on the employee's scheduled shift. ~~Firefighters Department employees~~ will be required to demonstrate proficiency by passing National Fire Protection Standards Testing including, physical fitness testing, and driver operator requirements. ~~Any Firefighter with seniority prior to the date of ratification (March 8, 1999) who fails to pass the National Fire Protection Standards Testing, including physical fitness testing, shall be placed elsewhere in the bargaining unit in accordance with his contractual rights, seniority permitting.~~ **All testing will be in accordance with departmental Operating Instructions.**

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Additionally, Firefighters with health conditions that preclude them from performing the work, will be provided accommodation for physical fitness training under the direction of the Medical department in order to re-qualify them for placement into the Firefighter classification.

~~Firefighters that meet the plan requirements may also be considered for Special Early Retirement under the negotiated retirement plan.~~

- I) Qualified outside Firefighters ~~will~~ **may** be hired on a part-time basis **to meet operational requirements**, in the event of an emergency, training, ~~and~~ **or** during periods where employee(s) are on a leave of absence of not less than thirty (30) days. Part-time employees will not be allowed to gain seniority.
- J) ~~This agreement shall be implemented on October 1, 2005 or as soon as systems and procedures can be modified to support the schedule. For purposes of administering this agreement, Management will meet and discuss any issue the Union may bring forward in an effort to improve the operating efficiency of this work schedule. This meeting will take place before or on the one year anniversary of implementation date. It is understood that changes will be considered which do not adversely affect the cost of providing fire protection services or interfere with the required level of fire protection services at this site.~~
- K) Any dispute over the specific provisions of this ~~supplement—Memorandum of Understanding~~ shall be submitted **in accordance with Article V of this Collective Bargaining Agreement.** ~~to review and arbitration in accordance with the following:~~
- ~~When a dispute under this Memorandum of Understanding cannot be resolved by the parties, the dispute shall be submitted to a permanent third party arbitrator for resolution.~~
- ~~The arbitrator shall be bound by the terms of this Memorandum of Understanding and shall have no power to add to, subtract from, or change its terms.~~
- ~~This procedure is limited to disputes involving the specific terms of this Memorandum of Understanding and does not authorize arbitration of any other disputes.~~
- L) **Fire Department Leads will be trained and certified in accordance with Departmental policy.**

**[Incorporated from Letter 4]**

### **III. Shift Assignments and Method of Filling Vacancies in the Fire Department**

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

- A) Written requests for shift assignment will be accepted by the Fire Chief each month for the duration of this contract. Preference cards will allow employees one specific shift preference. Shift assignments will be made by the Fire Chief in accordance with shift preference cards on file at the time of any shift reassignment.
- B) In filling an opening on any shift, preference shall be given to the most senior qualified employee who has a written request card on file requesting the shift on which the vacancy occurs, subject to the limitations set forth in ~~(H)~~ **(F)** below.
- ~~A) In filling a work week vacancy occurring on any shift which does not involve a change in manpower on the shift, preference shall be given on the basis of seniority to the most senior qualified employee on the shift. The surplus employee on the work week where the excess exists may displace the least senior of any less senior employee on any other work week on the shift. Additional vacancies or displacements thus created shall be filled in a like manner.~~
- (1) If there exists a surplus on a shift which involves the movement of personnel to another specified shift, employees on the surplus shift who have requests on file for the shift to which employees are to be moved will be allowed to move instead of the least senior employee on the shift where the surplus exists. If no requests as outlined above exist, the least senior employee will be moved.
- ~~(2) In the application of (C)(1) above, if the employee moving from the surplus shift has greater seniority than an employee on any work week on the shift to which he is moved, he may displace said employee on that work week.~~
- ~~(3) If an employee is displaced as in (C)(2) above from his work week, he will remain on his shift and may be placed on a work week in accordance with his seniority. If the employee has less seniority than any employee, he shall be placed on a work week in accordance with the Company's need.~~
- (4) (2)** In effecting the above moves, the employees on the shift where the surplus exists and the shift to which employees are to be moved are the only affected employees.

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~~(5) (3) In effecting these shift moves, the limitations of (H) (F) below apply. On filling of work week vacancies only, the limitations in item (H) do not apply.~~

- C) In filling any vacancies as a result of the employee's request, the employee will take any necessary days off to effect the reassignment; ~~however, in the event that requirements are such that some other employee must be brought in on his sixth or seventh day for coverage occasioned by the above, the employee scheduled to take the time off to accomplish the move will be allowed to work instead of the sixth or seventh day man. This will apply to the sixth and/or seventh day of the employee's old work week. Such time, if premium time for the employee making the move, will not be included for purposes of the normal overtime rotation roster. If an employee is moved for operational requirements the convenience of the Company, sixth or seventh day overtime will be paid if such move necessitates overtime work on the sixth or seventh day for the employee being moved.~~
- D) The Company shall have the right to place a probationary employee on any shift and work week for orientation and training until completion of his probationary period at which time a shift and work week vacancy will be considered to exist and will be filled in the manner prescribed herein. The Company shall have the right at any time, during the employee's ~~90-day~~ probationary period, to declare the existence of a shift and work week vacancy to be filled in the manner prescribed above; in this event the probationary employee will not be moved again at the expiration of his ~~90-day~~ probationary period.

~~The Company will make every reasonable effort to place probationary employees on other than Work Week 1, Day Shift, at the earliest possible date following hire consistent with the practical requirements of the Department to provide adequate training during the probationary period. The Company will not normally place more than two (2) probationary employees on swing shift for training purposes at any one time.~~

~~B) In effecting the reassignments, employees classified as Fire Inspector will be considered as a separate group on the basis of special qualifications.~~

~~E) In the event that an employee changes shifts, he may elect to file a new preference card.~~

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- ~~D) In the filling of shift vacancies as established by the Fire Chief, no more than four shift moves shall be made under (A) above (the initial move and three resultant moves).~~
- E) **F) An employee filing a written request for shift assignment preference shall be given a written receipt setting forth the date the request was received by the Fire Chief and showing the shift requested.**
- ~~F) For purposes of application of the above, "an employee request" move shall be any move resulting from a request from an employee where such moving employee obtains a choice of work week or shift by virtue of exercising his seniority to obtain such work week or shift. "A Company request" move shall be defined as a move resulting in the placement of an employee in a work week or shift vacancy where the employee did not exercise his seniority to obtain such vacant shift or work week opening.~~

~~It is agreed that the interpretation and application of the provisions of Article IV, Section 10 Filling of Shift and Work Week Vacancies in the Agreement between the Company and the Plant Protection Lodge 615 dated December 21, 1971, will be binding and controlling for Firemen in exactly the same manner as such practice is applied for Guards should any question arise regarding filling of shift or work week vacancies for Firemen under the above-stated provisions~~

- ~~G) H) Management reserves the right to move or retain persons of specialized skills on specific shifts, regardless of seniority. To staff the shifts and balance seniority for ensuring proper alignment of skills (EMT, Confined Space, Haz Mat, etc.) the most senior Firefighter will be placed on shift A, the second most senior on shift B, the third most senior on shift C, the fourth most senior on shift A and so on until the shifts are filled.~~

**[Incorporated from Letter 56]**

**IV. Holidays**

- A. The holiday ~~days schedule~~ **recognized** included in Article VI, Section 3 of the Collective Bargaining Agreement will be ~~used~~ **designated as holiday days** for Fire Department employees. ~~Firefighters who work on scheduled holidays will be paid an additional eight hours pay if they work. Firefighters who are scheduled off on scheduled holidays will be paid holiday pay if they work the scheduled days preceding or following the holiday.~~

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- B. With five days advance notice, Firefighters will be allowed to take off negotiated holidays without receiving an attendance irregularity subject to manning requirements and/or replacement availability.

V. Jury Duty and Short Term Military

Firefighters called to Jury service or satisfying ~~weekend~~ military obligations will be excused for such hours as are required for that service including reasonable travel time. Firefighters will be expected to complete the remaining portions of their shifts **including accepted overtime**. In all cases, employees are required to provide the appropriate documentation of required attendance prior to being released.

VI. Vacation, Sick & Injury Leave & Time Off

- A) The vacation pay and time off provisions of the Agreement shall be applicable.
- B) Firefighters will receive an additional twelve (12) hours of sick and injury leave each year.
- C) Vacations shall be taken when they interfere least with production. **Employees must provide the vacation request to supervision in writing or electronically through an approved department leave form. Vacations requests in advance will be given preference in scheduling regardless of seniority.** ~~So far as is practicable, vacation time preference will be given to employees with the greatest seniority.~~
- D) **Unplanned vacation requests may be made no later than 12 hours prior to their regularly scheduled shift. Acceptance will be determined by manning requirements. This provision does not apply to accepted overtime days.**
- E) A Firefighter who takes eight (8) or more hours of vacation pay or sick pay for any day off will be excused for the entire day and the unpaid hours will not be an attendance discrepancy. However, employees who choose to work on days where this provision is exercised **must report to duty no later than 1800 hours** ~~work a minimum of four (4) hours duty time to be eligible for pay during standby time.~~
- F) **All absences must be reported to the on-duty assistant chief or shift captain one (1) hour prior to the start of the assigned shift unless extenuating circumstances prevent such notice. If the employee is unable to reach the assistant chief or shift**

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**captain, they may report the absence to fire dispatch. Failure to report an absence one (1) hour prior to the start of the shift will be treated as an infraction of Supplement H – Attendance Standards for Hourly Employees. All other provisions of Supplement H shall apply.**

**VII. Overtime Premiums and Distribution**

- A) Firefighters will be paid time and one half for any hours they work on a scheduled off day.
- B) A Firefighter **that works on a designated ‘Kelly Day’ will be paid time and one half (1.5) times their base rate of pay, provided they have already worked two full twenty-four (24) hour regularly scheduled shifts in the pay period in which the ‘Kelly Day’ occurs, or has approved vacation (minimum 8.0 hours of vacation) for one or both of the two full twenty-four (24) hour shifts in the pay period in which the ‘Kelly Day’ occurs.**
- C) Overtime requirements identified less than one (1) full shift in advance or due to replacement of an absent firefighter will be offered in the following manner; in order of lowest amount of charged hours on the overtime list first, ~~available hours on shift A and available hours on shift B will be offered to shift A firefighters.~~ If there are not available employees that volunteer, firefighters from the off going shift will be offered overtime before firefighters are drafted. **A separate list of employees by seniority shall be maintained for use when drafting. Employees shall be drafted in low seniority order on a rotating basis, so that the least senior is not forced each time. Firefighters who are draft and refuse to work will be treated as a failure to follow instructions and subject to disciplinary action.**
- D) Firefighters will receive double time for the first twelve hours of their shift for hours worked on a holiday, **provided that the Firefighter reports to work and remains on the clock for the full twenty-four (24) hour shift.** ~~Premium pay earning calculations to be determined immediately following the holiday period and paid normally on Friday, but no later than the 1st full payroll period subsequent to the holiday period.~~
- ~~B. Not less than the minimum in week manning level shall be scheduled to work a Saturday Kelly day.~~
- E) **Employees who are required to attend military training on the day(s) overtime is available will be eligible to work overtime.**

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