



COLLECTIVE BARGAINING AGREEMENT

**FIREFIGHTERS LOCAL 946, IAFF
AND
CITY OF LARAMIE, WYOMING**

2020-2021



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A G R E E M E N T

This agreement made and entered into this _____ day of _____, 2020, by and between the CITY OF LARAMIE, a municipal corporation of the State of Wyoming, hereinafter called "City", and FIREFIGHTERS LOCAL #946 I.A.F.F., hereinafter called "Union."

WITNESSETH:

RECOGNITION

The paid members of the Laramie Fire Department, the regularly constituted Fire Department of the City of Laramie, Wyoming, by a majority vote having selected Local 946 as their exclusive bargaining agent, the City recognizes the Union as such bargaining agent for all employees of the Fire Department covered by this Agreement, and will negotiate with the Union with respect to wages, working conditions, and other pertinent matters of employment.

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. APPLICATION

This agreement shall apply to paid firefighters sworn into the regularly constituted fire department of the City of Laramie (hereinafter called the "Sworn Firefighter Personnel", except the Fire Chief.

2. MANAGEMENT RIGHTS

Any and all rights concerned with the management and operation of the Laramie Fire Department are exclusively that of the City unless otherwise provided by the terms of this Agreement or applicable law. The City has the authority to adopt rules for the operation of the Laramie Fire Department and conduct of its Sworn Firefighter Personnel, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right to discipline, temporarily lay off, or discharge Sworn Firefighter Personnel for good cause, also to assign work and determine duties and performance standards of Sworn Firefighter Personnel to determine, establish and/or revise the method, processes and means of providing departmental services, to schedule hours of work except as provided by Section 7 of this Agreement; to determine the number of personnel to be assigned to duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement or applicable law. Management rights shall not be exercised with malice or ill will to an Sworn Firefighter Personnel.

3. TRIAL EMPLOYMENT

For twelve (12) months of employment following successful completion of the State of Wyoming Firefighter I curriculum, and assignment to the firefighter duties on shift, employment will continue on a trial (probationary) basis.

The trial employment is not intended to extend beyond eighteen (18) months from the date of hire, however, the Fire Chief reserves the right to evaluate equivalency or reciprocity issues and/or extenuating circumstances and make adjustments to the trial period as necessary.

Sworn fire personnel within the trial employment period may be laid off, disciplined or terminated at the sole discretion of the City.

4. COMPENSATION

The City and Local 946 agree to accept Table II-B, 2.5% steps, Firefighter through Fire Chief, as outlined in the Condrey and Associates, Inc. study dated March, 2015, at 98% of market. (Appendix A, Fire Pay Plan). Upon entering all individuals into the new pay plan, an equity adjustment will be given to Sworn Firefighter Personnel based off of time of service to the City of Laramie effective July 1, 2015 and shall be inclusive of step increases for FY 15/16. Cost of Living Adjustments would be eligible for negotiations for the FY 18/19.

Should the following conditions occur, all of which are wholly outside of the City's control and any of which would adversely affect the City of Laramie's fiscal condition and General Fund revenue collections, the City may suspend step increases under the compensation plan upon thirty (30) day notice to the Union President. Suspension of the compensation plan will trigger renegotiation of step increases for the following fiscal year.

1. Removal of the Hardship Component of the State Supplemental Distribution revenue.
2. Reduction in State Supplemental Distribution revenue to an amount below an annual average of \$5M over a biennium period, with consideration in 2nd year of biennium of any legislative changes to the supplemental distribution.
3. Other major operating revenue sources, including Sales and Use Tax, do not experience material, adverse changes during the previous fiscal year, and no changes of this type are forecast for the upcoming fiscal period.

If a vacancy occurs in a rank above firefighter, and a valid promotional list exists, the promotion to that position will take place within thirty (30) days from the date of the vacancy. This rule will not apply if there is any appeal, grievance, hearing, etc., in progress disputing the promotional test or list. For purposes of this rule, the term vacancy applies to a position that the City has determined will be filled.

The City agrees to pay a one-time cost of living stipend. This one-time stipend of \$950 (gross) will be paid to every active member of the Sworn Firefighter Personnel employed on May 1, 2018. Taxes will be withheld from the stipend based upon the employee's individual tax rate. This one-time stipend will have been paid in the May, 2018 payroll.

The City will give each Sworn Firefighter Personnel a cost of living increase of 2.0% by adjusting the current Fire Pay Plan, effective July 1, 2018.

Although the City does meet the criteria for financial hardship, the City agrees not to freeze merit steps in FY 2021 effective on the firefighter anniversary dates.

Pay differentials

Shift Trainers and EMS Coordinator—Shift Trainers are those individuals who have been designated by the Chief to be their shift representative to provide and prepare training activities for the department. The EMS Coordinator shall be designated by the Chief to provide and prepare emergency medical training activities for the department. Those individuals shall be compensated for the additional responsibilities by receiving an additional two hundred dollars (\$200.00) per month.

Members, excluding Chief Officers, assigned to the Fire Prevention Bureau shall receive monthly Fire Prevention Pay in the amount of three hundred fifty dollars (\$350.00) per month.

Members, excluding Chief Officers, assigned to the Training Division on a forty hour work schedule, shall receive Training Pay in the amount of three hundred fifty dollars (\$350.00) per month.

Ambulance Runs

Sworn Firefighter Personnel who perform their duty on transfer ambulance runs shall be paid meal allowances. Sworn Firefighter Personnel will document time of arrival for meal allowance according to table. Ambulance transfer meal allowances will be submitted through payroll by on-duty Shift Commander and, per internal revenue service codes, will be considered taxable income. The following meal allowances will apply during the stated time frames based off of time of arrival at destination:

12 am -10 am	Breakfast	\$15.00
10:01-4:00 pm	Lunch	\$17.00
4:01 pm – 11:59 pm	Dinner	\$28.00

Promotions

When a Sworn Firefighter Personnel earns a promotion, the Sworn Firefighter Personnel's hourly rate, based on the pay plan in effect will be placed in the lowest step in the new range that will provide a minimum increase in hourly rate, based on the pay plan in effect of five percent (5%). Once a Sworn Firefighter Personnel completes the twelve (12) month

introductory period with a satisfactory performance appraisal, the Sworn Firefighter Personnel's hourly rate, based on the pay plan in effect will move to the next step in the range.

Step Increases

All step increases are dependent upon a satisfactory performance appraisal including requirements as specified in the job descriptions, recommendation of the Shift Commander or Division Chief and approval of the Chief. Step increases are effective on the first (1st) day of the month following completion of the introductory period.

Acting Pay

Whenever a Sworn Firefighter Personnel is assigned by the Fire Chief to work in a higher classification in an acting capacity, she/he shall receive a five percent (5%) increase in hourly rate, based on the pay plan in effect for the duration of the assignment. A minimum of one (1) hour of such acting pay shall be paid for any such assignment. After the first (1st) hour, such pay adjustment shall be broken down into one-half (1/2) hour increments. A member assigned to work in a higher classification in an acting capacity, will be certified by the training division and the Chief, that she/he is capable of performing such duties.

Hourly Rate Rounding

Pay computations will be computed by the software in use by the City of Laramie Finance Department and will be considered to be the official pay calculation.

Hours Worked

For the purposes of calculating overtime, vacation leave, injury leave, parental leave, compensatory time, bereavement leave and wellness leave will be included as hours worked.

5. DEFERRED COMPENSATION

For Sworn Firefighter Personnel employed after June 30, 1992, who have completed twelve (12) months of service, the City shall contribute as follows: If the member enrolls in one of the City's 457 plans, the City shall match that Sworn Firefighter Personnel's contributions to the plan up to a maximum of one hundred fifty dollars (\$150.00) per month. Sworn Firefighter Personnel who enroll in any city 457 plan are subject to all terms and conditions of the plan and of the Internal Revenue Code. For members employed after June 30, 1992, who do not enroll in the City's 457 plan, the City shall make no contribution. This shall continue until the end of the thirtieth (30th) year of continuous employment or until separation, whichever occurs first.

6. PENSION CONTRIBUTION

Effective July 1, 2014, the City's total contribution to Plan B pension is thirteen and two hundred twenty-five thousandths percent, (13.225%) and the Sworn Firefighter Personnel's contribution to Plan B pension is eight and two thousandths percent, (8.02%). The total contribution to the Plan B Pension for Sworn Firefighter Personnel will be twenty-one and two-hundred forty-five thousandths percent, (21.245%)

7. WORK SCHEDULE

The schedules and hours of work shall consist of an average workweek consisting of twenty-four (24) hour shifts and on a three (3) platoon basis. The City reserves the right to assign personnel to a 7-day, 40-hour FLSA cycle and a forty (40) hour per week schedule.

8. OVERTIME PAY

Sworn Firefighter Personnel who work in excess of two hundred four (204) hours in their twenty-seven (27) day work cycle shall be paid overtime at the rate of one and one-half (1 ½) times their regular hourly rate based on two thousand seven hundred sixty-three (2763) hours per year as reflected in the pay plan.

Sworn Firefighter Personnel called back to duty due to emergency calls, fire alarm response or any type of emergency shall receive overtime pay or equivalent compensatory time off at one and one-half (1 ½) times their regular hourly rate of pay based on two thousand seven hundred sixty-three (2763) hours per year as reflected in the pay plan, except for holidays where overtime pay or equivalent compensatory time off is at two and one-half (2 ½) times their regular hourly rate of pay. A minimum of one (1) hour of overtime shall be paid for any call back and shall be broken down into one-half (1/2) hour increments for all time after the first (1st) hour. The Fire Chief has authority to approve overtime or compensatory time requests.

Sworn Firefighter Personnel called back to duty in order to bring a platoon to full strength shall be compensated for each hour worked on the basis of one and one-half (1 ½) times their regular rate of pay based on two thousand seven hundred sixty-three (2763) hours per year as reflected in the pay plan.

Sworn Firefighter Personnel checking out pagers for a twelve (12) hour shift shall receive a minimum of one (1) hour of overtime pay at one and one-half (1 ½) times their regular hourly rate of pay based on two thousand seven hundred sixty-three (2763) hours per year as reflected in the pay plan. All such personnel called in for emergency duty shall receive overtime pay at the rate specified under Section 8 of this contract in lieu of the above mentioned compensation.

Forty (40) hour Sworn Firefighter Personnel, with the exception of the Chief and Division Chief, called back to duty for any type of emergency shall receive overtime pay at one and one-half (1 ½) times their regular hourly rate. Forty (40) hour personnel called back to duty

for administrative purposes shall receive compensatory time off. The duty chief will receive one (1) hour of earned compensatory time per twelve (12) hour period for being on call.

Sworn Firefighter Personnel assigned to a forty (40) hour week will be paid overtime for all time in excess of forty (40) hours in any given week. Overtime will not be paid on a daily basis. There will be no pyramiding of holidays, Sundays, daily or weekly overtime payments involving the same hours of labor.

For the purpose of overtime computation, the City will follow all applicable local, state and federal guidelines.

The Fire Chief shall designate those department meetings or training activities outside normal assigned hours, which he/she deems to be mandatory for an Sworn Firefighter Personnel of the Fire Department. The City shall compensate Sworn Firefighter Personnel attending such meetings/training in overtime or compensatory time off at one and one-half (1 ½) times the actual time spent or overtime pay at one and one-half (1 ½) times their regular hourly rate of pay based upon two thousand seven hundred sixty-three (2763) hours per year as reflected in the pay plan.

9. HOLIDAYS

Holidays for the City of Laramie Fire Department are:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

In the event the City grants any City employee more than nine (9) holidays annually, Sworn Firefighter Personnel shall be granted such additional holiday or holidays. If an additional, one-time holiday is granted by the City to any City employee, then personal leave in shift equivalent shall be granted to Sworn Firefighter Personnel who work on the one-time designated holiday. Such leave will be available for the employee to use within twelve (12) months.

Holidays are to be observed on the day of the holiday, or according to the following guidelines:

Sworn Firefighter Personnel whose regular working days are Monday through Friday (staff) are not required to work on the holiday or on the day on which holidays are observed, and:

If a Holiday falls on Saturday, it shall be observed on Friday.

If a Holiday falls on Sunday, it shall be observed on Monday.

Sworn Firefighter Personnel whose regular working days are other than Monday through Friday (shift) shall observe the holiday on the day of the observed holiday. If all nine (9) holidays do not equally distribute (three (3) per shift) during the vacation calendar year (Feb-Jan), then holidays will be adjusted to balance the number of holidays each shift is assigned to work as determined by the Fire Chief.

Sworn Firefighter Personnel whose working days are Monday through Friday (staff) shall receive pay for the holiday equal to eight (8) hours of straight time.

Sworn Firefighter Personnel who work on a designated holiday are compensated as follows:

Sworn Firefighter Personnel whose regular schedule requires them to work on a holiday shall receive two and one-half (2 ½) times their normal rate of pay for the number of hours worked on that holiday.

Sworn Firefighter Personnel whose regular schedule does not require them to work on a holiday and are required to work as mandatory holdover shall be paid at two and one half (2 ½) times their normal rate for the number of hours worked on that holiday.

Sworn Firefighter Personnel whose regular schedule does not require them to work on a holiday and are required to attend a mandatory training session shall be paid at two and one-half (2 ½) times their normal rate for the number of hours worked on that holiday.

A holiday is recognized as the period that coincides with a regular shift (0800 to 0800).

10. VACATION

Each Sworn Firefighter Personnel shall be allowed vacation with pay as additional compensation for services rendered to the City. Vacation will accumulate at the rates specified below from the calendar date of employment for each full month of service. Only continuous service shall be applicable toward years of service for vacation. Sworn Firefighter Personnel in their first (1ST) year of employment shall accumulate vacation but shall not be allowed to receive any vacation until the completion of one (1) full year of employment. Persons who transfer to the Fire Department from another city department, with which they have one (1) or more years of continuous employment, shall be permitted to take vacation during their first (1ST) year of employment with the Fire Department. If the employee's employment is terminated during the first (1ST) year, the employee shall receive no additional compensation for vacation. Department personnel with more than one (1) years' service whose employment is terminated are entitled to payment for unused vacation.

Vacation shall accrue as follows for 24 hour shift personnel:

Vacation accrues according to the following schedule based on years of service for Sworn Firefighter Personnel. The accrual rate is expressed in terms of working shifts earned per month, (see following schedule).

Service	Accrual Rate
1st year	6/12 per month
2 nd -3 rd years	7/12 per month
4th-6th years	8/12 per month
7th-9th years	9/12 per month
10th-12th years	10/12 per month
13th-15th years	11/12 per month
16 th -18 th years	12/12 per month
19 th -21 st years	13/12 per month
22 nd and beyond	14/12 per month

Vacation shall accrue as follows for forty (40) hour personnel:

Vacation accrues according to the following schedule based on years of service for Sworn Firefighter Personnel. The accrual rate is expressed in terms of hours earned per month, (see following schedule).

Service	Accrual Rate	Annual Accrual Amount	Cap Amount
1st-3 rd years	11.34/month	136.08 hours	240.00 hours
4th-6th years	13.34/month	160.08 hours	240.00 hours
7th-10th years	14.67/month	176.04 hours	240.00 hours
11th-14th years	16.00/month	192.00 hours	240.00 hours
15th-17th years	18.00/month	216.00 hours	320.00 hours
18th-20th years	19.34/month	232.08 hours	320.00 hours
21 st and beyond	21.34/month	256.08 hours	320.00 hours

Accrued vacation leave shall not be allowed to accumulate for more than eighteen (18) months for 24 hour shift personnel and according to COL handbook for forty (40) hour personnel. Accrued vacation balance may not exceed the cap amount at the end of fiscal year. Accrued vacation above this cap shall be forfeited without financial compensation.

In exceptional circumstances, a Sworn Firefighter Personnel may be advanced vacation upon recommendation of the Fire Chief and approval of the City Manager. A Sworn Firefighter Personnel who has taken advance leave with pay beyond that earned at the time of termination shall make restitution for such leave; either by deduction from any amount owed him by the City or by cash repayment.

Prior to Sworn Firefighter Personnel selecting guaranteed vacation, the fire chief may exclude a maximum of fifteen (15) dates per shift per year, for one (1) position, from eligibility as vacation choices.

Vacations shall be available on an individual basis at any time during the calendar year and shall be scheduled upon the choice made Sworn Firefighter Personnel with preference

given to rank and length of service. All vacations are subject to approval of the Fire Chief. During the month of January, the Fire Chief shall be required to accept applications from Sworn Firefighter Personnel for vacations and shall approve all such applications, which are without apparent conflict by February 1st. Guaranteed vacation shall be chosen for the period from February 1st through January 31st of the next calendar year. Once approved during this period, such vacation shall be guaranteed to the Sworn Firefighter Personnel and shall not be subject to change unless by mutual agreement of the Fire Chief Sworn Firefighter Personnel involved. Any vacation not approved by February 1st shall be subject to approval by the Fire Chief only at the time the vacation is to begin, and approval shall be at the Chief's discretion as to the time the vacation shall be taken.

Sworn Firefighter Personnel shall not be required to take all vacation shifts due them consecutively. Vacation may not be used in less than half-hour increments.

Sworn Firefighter Personnel shall be permitted to take accrued leave during the calendar year when staffing is adequate (i.e. no paid holdover is required), not to exceed two (2) Sworn Firefighter Personnel of staff on vacation leave concurrently under the present staffing level. Accrued vacation leave must be approved by the Fire Chief, or authorized authority.

For medical leave for legal dependents (as defined by the Internal Revenue Service) not covered under Section 14, an Sworn Firefighter Personnel may use vacation provided circumstances warrant. Vacation may be approved without regard to manning requirements.

Time permitting, the Sworn Firefighter Personnel must submit written application, including justification, to his immediate supervisor and receive prior approval for said vacation from the Chief or his designated representative.

The Chief will review all such cases after the fact. Sworn Firefighter Personnel will be "granted" leave without pay in the event the Chief determines that said vacation is not justified. The Chief may initiate disciplinary action, in addition to leave without pay, if it is determined that circumstances constitute an abuse of this provision.

11. BEREAVEMENT LEAVE

In case of death in the immediate family, 40 hour a week_Sworn Firefighter Personnel may use a maximum of forty (40) work hours of paid bereavement leave 24 hour Sworn Firefighter Personnel may use_forty-eight (48) hours bereavement leave. This paid leave is intended for bereavement activities including travel if necessary Sworn Firefighter Personnel may request additional time off from their supervisor, if approved, vacation or comp time may be used.

Immediate family is defined as the Sworn Firefighter Personnel's spouse, children, and mother, father, brother, sister, grandparents, grandchildren, or step relatives or relatives' in-law of the same relationships.

12. INJURY LEAVE

Any Sworn Firefighter Personnel whose classification is such that he or she is entitled to receive Worker's Compensation benefits in the event of injury and who suffers an injury resulting in Temporary Total Disability as defined by Wyoming Worker's Compensation Act shall be entitled to receive an Injury Leave Benefit from the City. Any such Sworn Firefighter Personnel shall be required to file a claim for said Temporary Total Disability as required by Wyoming Statute as soon as possible after the injury. Injury Leave Benefits shall consist of the Sworn Firefighter Personnel's wage payment, based on the hours worked for the employee's assigned shift less the amount received by the Sworn Firefighter Personnel in Temporary Total Disability benefits. Injury Leave Benefits paid by the City shall be paid until such time as Temporary Total Disability benefits are ceased or for six (6) months from the date of the accidental injury, whichever is shorter.

When a licensed health care provider releases an injured Sworn Firefighter Personnel to light duty, the city will make a written light duty offer. While on light duty assignments, the rate of pay will be based on two thousand seven hundred sixty-three (2763) hours per year as reflected in the pay plan and a 204 hour, 27 day FLSA cycle. Should the Sworn Firefighter Personnel refuse the light duty offer, the city shall discontinue the injury leave supplement (i.e., the difference between the Sworn Firefighter Personnel's wage payment based on the hours worked for the employee's assigned shift and the amount received in temporary total disability (TTD) benefits). In addition, the TTD benefit shall be reduced by two-thirds (2/3) of the TTD award.

It is the desire of the city to manage injury leave in the best manner possible ensuring the interests of the city and Sworn Firefighter Personnel are best served. If a Sworn Firefighter Personnel has been on injury leave for an extended period of time and a light duty assignment is not an option, the Sworn Firefighter Personnel may be assigned to a 40 hour, 7 day FLSA cycle with a rate of pay based on two thousand eight (2080) hours per year.

Time lost from duty under the provisions of this clause shall not be counted against sick leave time, nor shall the Sworn Firefighter Personnel be eligible for sick leave when the nature of the injury is covered under the Wyoming Worker's Compensation Act. If an Sworn Firefighter Personnel receiving benefits under the provisions of this clause has not returned to work within six (6) months of the date of the injury or at the time he or she ceased to receive Temporary Total Disability Benefits, whichever is sooner, his or her employment shall be terminated for medical reasons.

When a Sworn Firefighter Personnel or former Sworn Firefighter Personnel who has been receiving Temporary Total Disability Benefits becomes fit for return to work and his or her Temporary Total Disability Benefits are discontinued within eighteen (18) months of the date he or she became disabled, he or she shall be returned to service without any loss of grade, seniority or other privileges, provided that he or she has not been discharged or reduced in grade for cause.

Former Sworn Firefighter Personnel who have been receiving Temporary Total Disability Benefits for more than eighteen (18) months but who have thereafter become fit for work

shall be given a priority, in the order of their original employment, upon application for any vacancy which cannot be filled by personnel then within the department, provided that such former disabled Sworn Firefighter Personnel are then persons of good standing and qualified for such vacancy.

13. PARENTAL LEAVE

Sworn Firefighter Personnel are eligible for parental leave. 40 hour a week Sworn Firefighter Personnel may be granted forty (40) hours of parental leave and 24 hour_shift Sworn Firefighter Personnel may be granted forty-eight (48) hours of parental leave. Parental leave may be used in addition to sick leave or leave with pay as specified in the following paragraphs.

A Sworn Firefighter Personnel may utilize sick leave for maternity leave only for the period of time, which the Sworn Firefighter Personnel physician designates as time when the Sworn Firefighter Personnel is physically unable to return to work.

Vacation may also be used in addition to parental leave and sick leave as detailed above. Leave without pay may be used if vacation is exhausted and additional time is needed. In no case shall the total period of leave related to birth or adoption of a child exceed six (6) months per occurrence.

14. SICK LEAVE

Sick leave shall not be considered as a privilege to be used at the Sworn Firefighter Personnel's discretion. It shall be allowed only in the case of necessity and actual sickness or disability or to meet dental or medical appointments. Sick leave shall be granted for the above events only for the Sworn Firefighter Personnel, Sworn Firefighter Personnel's spouse, children, parents, or step-relatives of the same relationship. Sick leave shall not be granted for injuries, illnesses or occupational diseases covered under the Wyoming Worker's Compensation Act in the form of Total Temporary Disability (TTD) payments.

A regular or probationary Sworn Firefighter Personnel who is incapacitated from the performance of his or her duties by illness, injury or pregnancy, or whose attendance is prevented by public health requirements, may be granted sick leave with pay.

Sworn Firefighter Personnel employees will accrue sick leave at a rate of one (1) shift per month for 24 hour shift Sworn Firefighter Personnel and at a rate of one and one quarter (1.25) days per month for forty (40) hour per week Sworn Firefighter Personnel provided:

No Sworn Firefighter Personnel shall accrue any sick leave during any month in which the employee is on sick leave for fifty percent (50%) or more of the shifts or days he/she is scheduled to work during that month.

No Sworn Firefighter Personnel shall accrue any sick leave when the balance of sick leave available to him shall reach one thousand three hundred forty-four (1344) hours

for 24 hour shift_Sworn Firefighter Personnel or nine hundred sixty (960) hours for forty (40) hour per week Sworn Firefighter Personnel.

Accrual for new Sworn Firefighter Personnel, employed after July 1, 1992, shall begin at six (6) shifts and shall not be allowed in the first (1st) calendar month when the hire date is later than the 15th of that month.

Credit for accrued sick leave shall be added to each Sworn Firefighter Personnel balance of available sick leave on the last day of each calendar month for the month just ending. Sick leave shall be subtracted from an Sworn Firefighter Personnel's available balance at the time it is taken in actual amounts not less than one-half (1/2) hour increments.

A regular Sworn Firefighter Personnel incapacitated beyond the period covered by sick leave may be paid for whatever vacation he has earned, and beyond that, may be granted leave without pay in accordance with the Employee Handbook. In addition, on recommendation of the City Manager and approval by the City Council, advance sick leave pay may be granted, provided the City Council shall determine the conditions under which the leave is granted, based on the merits of the particular case.

Sick leave shall be approved by the City Manager, except that he/she may delegate his/her authority to any subordinate or subordinates, as he/she deems appropriate. Normally a medical certificate or notarized statement will not be required. However, the City Manager or his/her subordinate(s) shall have the right to require a medical examination if it is considered appropriate. Sick leave shall be charged against Sworn Firefighter Personnel in actual amounts not less than one-half (1/2) hour increments.

An Sworn Firefighter Personnel absent by reason of illness or injury shall, as soon as possible, inform the Fire Chief and keep him advised of his progress and expected return to duty date. Immediately upon return to duty following a leave period, a request form for sick leave must be completed.

If an Sworn Firefighter Personnel becomes ill while on vacation, he should report this illness to the Fire Chief as soon as possible. A statement from a reputable physician must be submitted verifying any period of illness. The City Manager may then charge this period to sick leave with pay instead of to the Sworn Firefighter Personnel's vacation. If this procedure is not followed, vacation will continue to be charged.

For Sworn Firefighter Personnel employed by City prior to July 1, 2011 and who leave employment after ten (10) Sworn Firefighter Personnel years of service shall be entitled to compensation for unused sick leave. An employee will be compensated at his/her hourly rate for ten percent (10%) of his/her total accrued sick leave. Or for Sworn Firefighter Personnel who leave employment after twenty (20) years of service shall be entitled to compensation for unused sick leave. An Sworn Firefighter Personnel will be compensated at his/her hourly rate for fifteen percent (15%) of his/her total accrued sick leave. Sworn Firefighter Personnel who are discharged from service for disciplinary reasons are ineligible for such compensation.

For Sworn Firefighter Personnel employed by City after July 1, 2011 and who leave employment after twenty (20) years of service shall be entitled to compensation for unused sick leave. An Sworn Firefighter Personnel will be compensated at his/her hourly rate for fifteen percent (15%) of his/her total accrued sick leave. Sworn Firefighter Personnel who are discharged from service for disciplinary reasons are ineligible for such compensation.

While an Sworn Firefighter Personnel is on Sick Leave (as defined in Section 14) or Injury Leave (as defined in Section 12), the Sworn Firefighter Personnel may not undertake in any other paid employment outside of the department.

15. UNIFORM CLEANING AND EQUIPMENT REPLACEMENT

Each Sworn Firefighter Personnel who works 24 hour shift shall be entitled to the dry cleaning of four (4) articles of uniform cleaning per calendar month and each Sworn Firefighter Personnel who works a forty (40) hour week shall be entitled to the dry cleaning of eight (8) articles per calendar month. Articles of uniform clothing that may be laundered shall not be dry cleaned under this entitlement.

No Sworn Firefighter Personnel shall be required to make any alterations, adjustments, repairs, or sewing to the uniforms or equipment as provided by the Department.

The City shall reimburse Sworn Firefighter Personnel for hearing aids, eyeglasses, contact lenses, or optical prescription facemasks destroyed during performance of duty at full replacement cost. The City shall reimburse Sworn Firefighter Personnel for the replacement of wristwatches up to a cost of seventy-five dollars (\$75.00) following the wristwatch being destroyed during the performance of duty. Determination as to the validity of loss and replacement value shall be made at the sole discretion of the fire chief.

16. HEALTH INSURANCE

Health insurance coverage is currently available for eligible City Sworn Firefighter Personnel including dependent coverage.

Benefits will be consistent with all Sworn Firefighter Personnel as outlined in City of Laramie Handbook and enrollment documentation.

17. INDEMNIFICATION

The City shall indemnify all personnel of the Sworn Firefighter Personnel against any judgment rendered against them individually, together with costs of litigation and attorney's fees, which result from the performance of their assigned duties.

18. REFERENCE MATERIAL

The City shall provide reference material for exclusive use of the Sworn Firefighter Personnel in the amount of at least one hundred fifty dollars (\$150.00) worth of materials that are related directly to material contained in any promotional examination given. In providing said materials, City shall acquire, if possible, materials recommended by the Committee on Outside Training established in Section 18. Said property shall remain the property of the City. The property shall remain at the Laramie Fire Headquarters, and the Fire Chief shall govern utilization of the same.

19. POLITICAL ACTIVITY

Sworn Firefighter Personnel shall not use official authority or influence to interfere with or influence the result of an election or nomination for office; coerce a Sworn Firefighter Personnel to pay, lend or contribute anything of value to a party, committee, organization, department, or person for political purposes; or conduct any political activity on City time. Should a City Sworn Firefighter Personnel hold a public office and a conflict of interest arises with his/her duties as an Sworn Firefighter Personnel, the Sworn Firefighter Personnel will comply with State laws governing ethics and conflicts of interest and if applicable, Federal law.

If an Sworn Firefighter Personnel becomes a candidate for the Laramie City Council, or any other public office whether partisan or not, he or she may apply for and receive a leave of absence. If the primary job function performed by the Sworn Firefighter Personnel is in connection with an activity which is financed in whole or in part by federal loans or grants received by the City, the Sworn Firefighter Personnel may not be employed by the City and be a candidate for any partisan political office. Any Sworn Firefighter Personnel who is elected to a full-time public office shall resign employment prior to holding office. Any Sworn Firefighter Personnel who took a leave of absence and is unsuccessful in the election shall be reinstated.

Discrimination against any person in recruitment, examination, appointment, retention, discipline or any other aspect of personnel administration because of political opinion or affiliation is prohibited. No questions shall be asked on any application, examination or interview which would directly or indirectly require the disclosure of a person's political affiliation, preferences or opinions. Sworn Firefighter Personnel are prohibited from using political influence as an advantage in securing or making appointments or for other personal benefit for themselves or others in personnel matters.

20. DRUG TESTING

Periodic physical examinations including alcohol and drug screening tests will be required of all Sworn Firefighter Personnel. Positive, confirmed results will result in disciplinary and/or Administrative actions in accordance with Section 21.

All Sworn Firefighter Personnel subject to said tests would be fully informed of the testing policy and procedures in writing before the test is administered. No Sworn Firefighter Personnel shall be tested until this information is provided to him/her.

Alcohol and drug screening tests will be administered under any or all of the following conditions:

1. During periodic physical examinations, no more often than once a year.
2. There is reasonable suspicion that Sworn Firefighter Personnel to be tested is under the influence of alcohol to any degree or is otherwise abusing a substance.
3. Chemical tests of Sworn Firefighter Personnel will be required immediately following work related incidents that involve serious or repetitive accidents causing death or personal injury to self or others and/or significant property damage.
4. Random testing of Sworn Firefighter Personnel will be conducted.

The Sworn Firefighter Personnel to be tested shall be advised, in writing, of the fact that he/she will be tested and the reasons therefore. If such notice cannot reasonably be provided prior to testing, it shall be provided as soon after testing as is reasonably possible.

Sworn Firefighter Personnel who refuse to submit to testing pursuant to the provisions of this Agreement shall be considered in violation of the City of Laramie Employee Handbook, and shall be subject to disciplinary action.

Test results shall be treated with the same confidentiality as other Sworn Firefighter Personnel records.

A positive, confirmed test result will be the basis for immediate personnel action (e.g., reassignment in the workplace or relieved of duty) until an investigative or disciplinary review, if deemed necessary by the City, is concluded.

A Sworn Firefighter Personnel using prescription or over-the-counter medication is required to inform his or her supervisor if the medication may impair his or her ability to properly perform required duties. It is the Sworn Firefighter Personnel's responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug.

Sworn Firefighter Personnel will not report to work under the influence of alcohol or drugs and will not use alcohol or drugs during working hours. This policy applies also to Sworn Firefighter Personnel who are being compensated for carrying pagers and to Sworn Firefighter Personnel who are called back to duty.

It is recognized by all parties involved that it is every Sworn Firefighter Personnel's responsibility to enforce a drug and alcohol free work place. Sworn Firefighter Personnel who have a reasonable basis to believe that another Sworn Firefighter Personnel is under the influence of or is in possession of any controlled substance or alcohol while on duty shall immediately report the facts and circumstances to a shift supervisor. If the supervisor is the subject believed to be under the influence then the Sworn Firefighter Personnel shall report the incident to the Fire Chief, City Manager, or Human Resources staff or the Duty Chief on call.

A positive confirmed test result of alcohol and drug screening tests may result in disciplinary action including dismissal. A first time detection under Section 21 with a BAC of .02 or less on a random test only shall not result in dismissal. It shall be the policy of the City, however, to consider seeking the rehabilitation of Sworn Firefighter Personnel with a self-admitted or detected alcohol or substance abuse problem. Exceptions shall be employees who have previously been referred one or more times for an alcohol or substance abuse problem. Sworn Firefighter Personnel in this category may be refused benefits under this Section. Sworn Firefighter Personnel who refuse to submit to screening pursuant to Section 21, shall be considered in violation of the City of Laramie Employee Handbook, and shall be subject to disciplinary action.

At any time an Sworn Firefighter Personnel may voluntarily enter a chemical dependency program without fear of disciplinary actions against him. While undergoing evaluation and treatment, the Sworn Firefighter Personnel may receive the usual compensation and fringe benefits provided at his assigned position.

Upon the request of an individual Sworn Firefighter Personnel, the Sworn Firefighter Personnel shall be entitled to the presence of a Union representative during the administration of any chemical test administered pursuant to this Agreement. If, however, a Union representative is unavailable or not readily available, the Sworn Firefighter Personnel shall proceed to be tested in a timely manner, so as not to affect the outcome of the test(s).

The Union may inspect individual test results only if the individual involved authorizes the release of this information.

The City shall direct the Department Physician to provide a standing order for a blood test, if requested by a Sworn Firefighter Personnel, to re-establish their fitness for duty at the time of, or after, a positive breathalyzer.

21. PHYSICAL TRAINING PROGRAM

The City and the Union have agreed to a physical training program. This program will be under the direction of the physician advisor.

The Physical Training Committee will make the decision on the type of equipment with concurrence by the physician advisor.

The City and the Union agree that the details relative to the physical training program will be specified in a written Fire Department policy. This policy shall be established and can be modified by mutual agreement of both parties. When the City and the Union have agreed upon the policy, its terms shall be binding upon the City and all Sworn Firefighter Personnel.

To evaluate the physical fitness of department personnel for active duty, a program of physical examinations is established. These physical examinations will include, but not be limited to, the following: health history and office physical examination, cardiovascular stress test, chest X-ray, stool examination for blood, blood chemistry screen, and urinalysis. Additional tests will be performed at the recommendation of the physician chosen by the City and the Union.

Approximately one-third (1/3) of the department personnel will be evaluated each year. Through rotation, each individual shall be evaluated once every three (3) years. The City may require more frequent evaluation of any individual. Nothing in this section is intended to restrict the City's rights under the Employee Handbook.

22. WELLNESS LEAVE

If a Sworn Firefighter Personnel fulfills the obligation established by the human resource department in the wellness program, the Sworn Firefighter Personnel is eligible to take a Wellness leave for one shift equivalent, in the following fiscal year. Wellness leave can be taken in one hour increments.

23. EMPLOYEE ASSISTANCE PROGRAM

All Sworn Firefighter Personnel are eligible for the City Employee Assistance Program (EAP). Firefighter Personnel that have separated from the city prior to July 1, 2020, will remain eligible for the EAP for a period of three (3) years and Firefighter Personnel that separate after July 1, 2020, will remain eligible for the EAP for a period of five (5) years. If at any time the separated Firefighter Personnel continues his or her employment with another fire service, this eligibility will end.

24. RULES AND REGULATIONS

The Employee Handbook of the City of Laramie as adopted, except where inconsistent with the provisions of the Agreement, are by this reference adopted and made a part hereof.

Additionally, certain customs and practices in effect in the Sworn Firefighter Personnel as of July 1, 1974, which are bulleted below shall not be eliminated or changed until both parties concur. These customs and practices are as follows:

Personnel shall be permitted to trade shifts subject to the provisions of the department policy concerning trades.

When Sworn Firefighter Personnel trade comp time or give comp time to another Sworn Firefighter Personnel who works part of a shift, appropriate documentation will be provided to the Payroll office.

Sworn Firefighter Personnel shall be permitted to wash their private vehicles in the Station on Sundays with the permission of the Duty Officer, provided that it does not interfere in any manner with the normal routine or work programs of the Department.

Sworn Firefighter Personnel shall be permitted to work on personal projects, which are not of a commercial nature, when such work is not in conflict with any work program of the Department.

Sworn Firefighter Personnel are required to live within thirty (30) miles of Station #1 to be able to report to work as needed.

Union meetings shall be permitted in the Laramie Fire Station No. 1 so long as they do not conflict in any manner with the normal routine or work programs of the Department. On duty personnel can attend any and all meetings provided no emergency conditions exist. On duty personnel shall be prepared to, and shall respond to, all emergencies during said meetings. Notice of such meetings shall be filed with the Fire Chief prior to the meeting.

The individual chosen as the representative of the bargaining agent, as such terms are used by W.S. 27-10-101, through W.S. 27-10-109, 1977, shall be permitted time off with pay, when such time off does not interfere with minimum manning requirements, for the purposes of meeting with the corporate authority to negotiate the agreement for the year following the year of this agreement.

The Fire Chief shall consider input from Sworn Firefighter Personnel in regards to updates or changes to the Fire Department Policy Manual and Standard Operating Procedures (SOP's). The Fire Chief shall ensure that there is representation from the nonsupervisory ranks included for such reviews.

The City and the Local 946 agree that no representative of either will have any ex-parte communications with any city board or commission about any subject under consideration by the board or commission acting in a quasi-judicial capacity.

25. GRIEVANCES

Any disagreement or difference of opinion between the City and the Union, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. Grievances raised under this provision may be raised by the City or by the Union President as follows:

1. Step1. Within fifteen (15) days (Saturday, Sundays, and holidays excluded) after the date of occurrence, or Grievant reasonably knowing of the Grievance, The

Union President or City Manager shall meet with the Fire Chief informally to resolve the grievance or the grievance shall be deemed abandoned. The grievance must be stated in writing and contain a clear and concise statement of the grievance, the issue involved, the specific section(s) of the agreement alleged to have been violated, and the relief sought.

2. Step 2. If the grievance is not resolved, such grievance shall be presented to the City Manager or the President of the Union within fifteen (15) days (Saturdays, Sundays, and holidays excluded) after Step 1.
3. Step 3. The City Manager or the President of the Union shall set a meeting with each other within five (5) days (Saturdays, Sundays and holidays excluded) after the presentation of the grievance (Step 2).
4. Step 4. The City Manager or the President of the Union shall render a decision in writing with ten (10) days (Saturdays, Sundays, and holidays excluded) after said meeting.
5. Step 5. If the decision of the City Manager or the President of the Union is not considered satisfactory, the Union or the City [within five (5) days, (Saturdays, Sundays and holidays excluded), shall make a written demand for arbitration to the other party.] If the demand is not given within the five (5) days period specified, the right to arbitration shall be considered to be waived, and the grievance will no longer be subject to arbitration.

The grievance procedures herein specified shall be in lieu of those specified in the City of Laramie Employee Handbook.

26. ARBITRATION

Any dispute, claim, or grievance arising from or relating to the interpretation, application, or renegotiations of this Agreement shall be submitted to arbitration. Within 30 calendar days after receipt of the demand for arbitration, the party making said demand shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"), [provide a copy to the other party (City Manager or President of the Union)], and the parties shall select from there one (1) arbitrator by alternately deleting names from the list until a last name remains who shall be the arbitrator. The party against whom arbitration is demanded shall select first. Once an arbitrator is selected, the party demanding arbitration shall request hearing dates from the arbitrator, with the other party copied on all communication, the arbitration shall take place within six months from the initial communications absent mutual agreement by the parties to extend that time-frame. The parties further agree to accept the arbitrator(s) award as final and binding on them.

27. SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

28. PUBLIC OBLIGATION- NO STRIKE – NO LOCKOUT

The Union shall, at no time during the period covered by this agreement, engage in any strike or picketing of any nature. The City will effect no work stoppages during the same period.

29. ENTIRE AGREEMENT

This agreement contains all of the covenants, stipulations and understandings of the parties with respect to matters dealt with herein, and no officer, agent, or representative of either of the parties has authority to make representatives or agreements in conflict herewith or not included herein which will affect the rights of the parties.

30. TERMS OF AGREEMENT

This agreement shall be in full force and effect beginning at 0001 hours on the 1st day of July 2020, and shall remain in full force and effect until 2400 hours on the 30th day of June 2021 and shall continue in effect unless one of the parties notifies the other in writing at least 120 days prior to the expiration of the agreement that it elects to reopen this Agreement for the purposes of renegotiating certain provisions hereof. Upon receipt of such notice of election, parties will immediately arrange to enter into negotiations.

This agreement may be modified or amended at any time, including during the term of the Agreement, by mutual consent of the parties. Any such modification or amendment shall be in writing and signed by both parties.

EXECUTED in duplicate the day and year first above written.

THE CITY OF LARAMIE

By: _____
Janine Jordan
City Manager

FIREFIGHTERS LOCAL 946, I.A.F.F.

By: _____
Brent Brock, Chairman
Bargaining Committee

By: _____
Johnathan Piscioti, President
Local 946

Ratified and approved by the Laramie City Council this 16th day of June, 2020.

Attest:

Nancy Bartholomew, City Clerk

Joe Shumway
Mayor and President of the
Laramie City Council

Appendix A Fire Pay Plan
Appendix B 48/96 Work Schedule