

Questions from Labor & Economic Development Committee Regarding Fire Majors' Collective Bargaining Agreement

1. Article 12, Section 2, Paragraph C mentions a 48-hour waiting period before union members can be questioned. Does this apply to on duty and off duty situations or only related to off duty situations which this paragraph seems to focus on?
2. This pertains to Off-Duty situations; On-Duty situations are addressed in Article 12 – B, requiring reports or letters to be submitted as soon as possible and practical or within 24 hours of the request.
3. Article 12, Section 3, is this language similar to other labor agreements? If it is, please stipulate which labor agreements this is in. If it isn't, please let us know how this is different?
 - a. Administrative Leave w/Pay during an investigation – although sometimes referred to as Suspension pending investigation, can be found in several other CBAs:
 - b. U20 AFSCME Corrections Civilians – Article 12, Section 5 (c)
 - c. U23 Teamsters EMS – Article 9, Section 7
 - d. U27 Teamsters ES/MetroSafe – Article 11, Section 5(b)
 - e. U31 AFSCME Master – Article 8, Section 1 (e)
 - f. U43 IAFF Firefighters – Article 12, Section 3
 - g. U46 Teamsters Master – Article 11, Section 5 (a) allows paid or unpaid leave during investigation.
 - h. Each union & department negotiate language that works best for the operations of their department and employees. If the department experiences very minimal violations/offenses, this may not be something they (the union & department) will negotiate; or, they may negotiate to terminate immediately depending on the type of violation/offense.
4. Article 17, Section 2, is this language typical in other labor agreements? What other labor agreements have this language in it?
 - a. These agreements have similar language:
 - b. U40 Firefighters – Article 18, Section 4
 - c. U43 Fire Majors – Article 17, Section 2
 - d. U47 FOP Police Officers/Sergeants – Article 14, Section 9
 - e. U48 FOP Police Captains/Lieutenants – Article 14, Section 5
5. I have no intention of reducing members of this union but if we simply don't have the budget dollars, does this still apply? Yes, however, other measures may be taken, including other members in the department being laid off due to service level changes. The County Attorney's Office may expand upon this legal hypothetical further.
6. In other words, does this commit budget dollars to these positions in future budgets?
7. The County Attorney's Office may expand upon this legal hypothetical further.
8. I want to thank Mr. O'Neill for clarifying the intent behind the lump sum payment.
 - a. No response required.
 - b. Is the new parental leave language included in this agreement?

- c. The parental leave ordinance was executed after this CBA was ratified and signed by the Mayor; therefore, it's not included. However, the County Atty opined that we would not need to negotiate family/parental leave with individual unions as it is a benefit extended to all of Metro.
9. In Article 29, does this section allow for drug testing after critical incidents? Is this language similar to other public safety union labor contracts?
 10. Article 29, Section 13, is this in other labor union agreements? If so, which ones? If no, why not?
 - a. This section is in this agreement because it was negotiated and agreed to by both parties. It is not in other agreements because it was not negotiated and agreed to by both parties to other agreements.
 11. Article 12, Section 2, Paragraph C mentions a 48-hour waiting period before union members can be questioned. Does this apply to on duty and off duty situations or only related to off duty situations which this paragraph seems to focus on?
 12. Article 12, Section 3, is this language similar to other labor agreements? If it is, please stipulate which labor agreements this is in. If it isn't, please let us know how this is different?
 13. Article 17, Section 2, is this language typical in other labor agreements? What other labor agreements have this language in it? I have no intention of reducing members of this union but if we simply don't have the budget dollars, does this still apply? In other words, does this commit budget dollars to these positions in future budgets?
 14. I want to thank Mr. O'Neill for clarifying the intent behind the lump sum payment.
 15. Is the new parental leave language included in this agreement?
 16. In Article 29, does this section allow for drug testing after critical incidents? Is this language similar to other public safety union labor contracts?
 17. Article 29, Section 13, is this in other labor union agreements? If so, which ones? If no, why not?