



NFF & FSEA Local763

#810614

ORIGINAL

June 2001

Nashville Fire Fighters
&
Fire Service Employees
Local 763



Memorandum of Understanding

PRESIDENT
1ST VICE PRESIDENT
2ND VICE PRESIDENT
SECRETARY TREASURER
RECORDING SECRETARY

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Representing Nashville's Bravest

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1/9/02

1,069 em's
(fire unit)

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Memorandum of Understanding

Between

Nashville Fire Fighters and Fire Service Employees Association Local 763, International Association of Fire Fighters

and

Metropolitan Government of Nashville and Davidson County

Phone -----615-889-7250

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PREAMBLE

This Memorandum of Understanding, made and entered into by and between the Metropolitan Government of Nashville and Davidson County (METRO) and Nashville Firefighters and Fire Service Employees Association, Local 763, International Association of Firefighters, AFL-CIO its successors and assigns (UNION).

WHEREAS, the parties enter this Memorandum of Understanding for the purpose of establishing a harmonious and cooperative relationship between METRO and the UNION and to provide for equitable and peaceful adjustment of differences which may arise, and to more effectively carry out the personnel policy and administration of the Metropolitan Charter, and the rules and regulations of the Civil Service Commission;

Employees of the Metropolitan Government shall have, and be protected in the exercise of, the right, freely and without fear of penalty or reprisal, ... to bargain collectively through representatives of their own choosing on questions of wages, hours, retirement benefits and all other terms and conditions of employment.

NOW THEREFORE, the parties agree as follows:



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ARTICLE 1

RECOGNITION

1. METRO recognizes the UNION as the exclusive bargaining agent as to the terms and conditions of employment, for all employees of the Metropolitan Nashville Fire Department. METRO further recognizes and agrees to meet with the UNION, and no other employee groups or Unions on matters covered under the provisions of this Agreement.
2. This Memorandum of Understanding does not apply to employees outside the bargaining unit as defined in Paragraph 1 of this Article.
3. This agreement shall not prejudice the rights of any employee to refrain from engaging in membership or activity of the named Union and shall not prejudice any right guaranteed to employees by the Metropolitan Charter or the Metropolitan Civil Service Rules and Regulations.
4. It is understood that the sole purpose of this Memorandum of Understanding is to allow the UNION to represent all employees who desire to be represented in the above-described unit in the exercise of the rights of said employees expressly set forth in Rules and Regulations of the Metropolitan Civil Service Commission, and the provisions of this Memorandum of Understanding.



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ARTICLE 2

UNION MEMBERSHIP

1. It is agreed that any employee is free to join and assist the UNION without fear of retaliation of any kind. No department supervisor or agent of Metro shall interfere with, restrain, coerce, or intimidate an employee in the exercise of his/her right to join or refrain from joining the UNION. No department supervisor or representative of METRO shall discriminate against any employee with regard to employment, or the terms and conditions of employment, including but not limited to promotions, because he has formed, joined, or chosen to be represented by the UNION or because he has given testimony or taken part in any grievance procedure or other hearing, negotiation or any other form of legal activity on behalf of the UNION.

2. All employees shall have the same right to refrain from membership in the UNION. The UNION agrees that it will not interfere with, coerce or intimidate any employee into joining the UNION. The UNION recognizes that no employee is required to join the UNION, but every employee has the right to choose of his own free will whether or not he will or will not join the group. The UNION further agrees that there will be no interference with the free right of any employee of METRO to enter and leave work sites and property of METRO unmolested.



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ARTICLE 3

NON-DISCRIMINATION

The provisions of this Agreement, in accordance with applicable Federal and State Laws, shall be applied equally to all employees without discrimination as to sex, marital status, race, religion, national origin, age, disability, political affiliation or sexual orientation.



ARTICLE 4

PAYROLL DEDUCTION OF UNION DUES

1. The Metropolitan Government agrees to deduct UNION dues from the pay of all employees covered by this Memorandum of Understanding who request, in writing, that such deductions be made. The written authorization for the deduction of UNION dues shall specify that the amount to be deducted from each paycheck will be based on a written certification, by the Secretary/Treasurer or President of the UNION to METRO, of the appropriate authorized dues to be deducted for every member.

2. The written authorization for payroll deductions shall be revocable at any time upon notification by the UNION to METRO on forms provided by the UNION, and signed by the Secretary/Treasurer or President. Such revocation shall take place not earlier than sixty (60) days after the request of the employee to the UNION.

3. Authorizations for payroll deductions shall become effective on the next payroll date occurring at least thirty (30) days after receipt of the authorization for the deduction by the Payroll Division of the Department of Finance provided, however that if a member of the UNION is transferred from his job so as to move from the jurisdiction of the UNION, the authorization of dues deduction shall be revoked automatically at the beginning of the next payroll period closest to the effective date. The UNION agrees to hold METRO harmless from any claims made against METRO pursuant to this Section.

4. All money deducted by METRO for dues shall be remitted to the UNION monthly by mail or delivery to the Nashville Firefighters Association. The UNION shall designate the individual to whose attention dues shall be remitted. This designation shall be made by letter to the Director of Finance. The UNION agrees to hold harmless from any claims against Employer pursuant to this Section.



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ARTICLE 5

GRIEVANCES

1. It is further agreed that to the extent consistent with the rules and regulations of the Metropolitan Civil Service Commission, the UNION may, upon agreement with METRO, present a grievance on behalf of one employee for the purpose of determining the rights of similarly situated employees, neither in the entire unit or in a category of employees as to any issue; the outcome of which may impact upon the terms and conditions of employment of all employees within the particular unit or category.
2. Employees shall have the right to the presence of a UNION representative whenever they are presented with a disciplinary situation. The UNION will make every effort to provide a representative as promptly as possible.
3. Nothing in this Memorandum of Understanding shall be deemed consent by the Metropolitan Government to non-lawyers practicing law without a license.



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ARTICLE 6

BULLETIN BOARDS

1. The UNION shall have the right to place notices on the bulletin boards. Bulletin boards may be used only for the following notices:

- a. Recreational and social affairs of the UNION.
- b. Notices of UNION meetings.
- c. UNION elections.
- d. Reports of UNION committees.
- e. Rulings on policies of the UNION, and
- f. UNION newsletters.

2. All posted materials must be signed or initialed by the Union's President or designated representative, and a copy forwarded to the Chief of the Fire Department.



ARTICLE 7

PERSONNEL POLICY

1. It is understood that the personnel policy of METRO and its administration is specifically provided for by the Metropolitan Charter, and the Metropolitan Civil Service Commission is legally responsible for developing and fostering the effectiveness of this personnel policy in the manner provided by Article 12 of the Metropolitan Charter and its established rules and regulations set forth in Section 12.06 of the Metropolitan Charter.
2. It is agreed that the UNION will be recognized as the representative of any employee member covered under this agreement in connection with any matter affecting a member and arising under Article 12 of the Metropolitan Charter or the rules or regulations of the Metropolitan Civil Service Commission, where such representation is specifically authorized, provided that the affected employee, in writing, has designated the UNION as his representative for this purpose, subject to Paragraph 3 of Article 5 herein.
3. It is recognized and agreed that the employee benefit system of the Metropolitan Government is specifically provided for by the Metropolitan Charter, and that the Metropolitan Employee Benefit Board has the responsibility for developing and fostering the Employee Benefit Plan in the manner provided for in Article XIII of the Charter and by the Board's Rules and Regulations established in accordance with Section 13.02 of the Charter.



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ARTICLE 8

RULES, REGULATIONS, POLICIES AND PROCEDURES

The Fire Department agrees to continue the development and revisions of rules, regulations, policies and procedures. The Fire Department agrees to consult with the UNION prior to the implementation or revision of same.



ARTICLE 9

PROTECTIVE EQUIPMENT/CLOTHING

1. METRO shall furnish and thereafter, maintain at no cost to the employee personal protective equipment such as respiratory apparatus, gloves, helmet, turn-out coat, turn-out trousers, structural fire fighting boots and other items that may be reasonably necessary to protect the safety and health of the employees. Such personal protective equipment shall be compliant with applicable safety standards at the time of purchase.
2. If during the tenure of this agreement new standards are issued regarding the items in paragraph 1, METRO agrees to replace the non-compliance equipment if mandated by law or if non-replacement poses any unreasonable safety risk. Notwithstanding legal mandates, nothing herein requires METRO to replace existing protective equipment because of a standard change, which was not predicated on safety.
3. A committee consisting of three personnel appointed by the Director-Chief of the Fire Department and three personnel appointed by the UNION will meet quarterly or as deemed necessary to make recommendations to the Director-Chief regarding personal protective equipment and station uniform clothing.



ARTICLE 10

EMPLOYEE STATUS

1. The Fire Department shall submit a monthly report to the UNION that contains the following information:

- a. Appointments of new employees
- b. Promotions
- c. Transfers within the department
- d. Suspensions
- e. Terminations

2. With the approval of the Director-Chief of the Fire Department or his/her designee, and as having been appropriately submitted by the President or his/her designee, the UNION shall be permitted the use of the Communications Section "jack message" system to transmit relevant information to on duty UNION members.

3. On January 1 and July 1 of each year during the term of this agreement, the Fire Department shall submit a listing to the UNION which contains the names of all permanent employees in the department and their:

- a. Date of hire
- b. Rank
- c. Telephone number(s)

Additionally, the Fire Department will also provide the UNION with a roster for each fire station.



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ARTICLE 11

STANDARDS ON OCCUPATIONAL SAFETY AND HEALTH

The Fire Department agrees to utilize National Fire Protection Association (NFPA) Standard 1500 and all applicable rules and regulations of the Federal Occupation Safety and Health Administration as a resource modes when developing its health and safety programs.



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ARTICLE 12

STAFFING

The Fire Department agrees to utilize a staffing level minimum of three personnel on engine companies, truck companies and rescue companies. The Fire Department will attempt to staff as many of the aforementioned units as possible with four personnel contingent to leaves, vacancies and within the parameters of its budget as managed by the Director-Chief. The Fire Department agrees to staff tanker units with a minimum of one driver/operator. The Fire Department agrees to staff advanced life support (ALS) transport units with a minimum of one Emergency Medical Technician - Paramedic (EMT-P) and one Emergency Medical Technician (EMT). The Fire Department agrees to staff basic life support (BLS) transport units with a minimum of two EMTs.



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ARTICLE 13

ON-DUTY RELIEF

The Fire Department in consultation with the UNION agrees to study what circumstances may physically or mentally exhaust an on-duty line employee to the point where the employee should be taken off-line temporarily, up to the remainder of the tour of duty.



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ARTICLE 14

VEHICLE APPEARANCE MAINTENANCE

No employee shall be responsible or compelled to wash, wax, service or otherwise maintain any Fire Department vehicle that is assigned as a personal or take home vehicle to another employee.



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ARTICLE 15

INVESTIGATION

When an investigation is initiated by the Fire Department against an employee covered by this agreement, the employee that is being investigated shall be informed of the nature of the investigation. The employee has the right to be represented by someone of his/her own choosing when the employee is required to participate in the investigation.

Whenever possible, such participation shall occur when the employee is on duty. If the employee's required participation occurs during a scheduled off duty time, the employee shall be considered in an on duty status.

After the investigation is completed, the employee, upon request, shall be advised as to whether any formal disciplinary action will result. At that time, the employee may request a copy and an explanation of any evidence that supports disciplinary charges against him/her.



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ARTICLE 16

DISCIPLINARY HEARING

Upon the filing of any formal disciplinary charges, no disciplinary hearing shall be scheduled sooner than three days from the filing of such charges. Applicable Civil Service Rules and Regulations shall guide the timeliness of any disciplinary charges.



ARTICLE 17

MINIMUM REQUIREMENTS-TIME IN GRADE

1. To qualify for Engineer an employee must have a minimum of 4 years service in the fire fighting services branch of the Suppression Division of the Nashville Fire Department.
2. To qualify for Captain assigned to the Suppression Division; an employee must have a minimum of 10 years service in the fire fighting services branch of the Suppression Division of the Nashville Fire Department.
3. To qualify for District Chief assigned to the Suppression Division, an employee must have a minimum of 10 years service in the fire fighting services branch of the Suppression Division of the Nashville Fire Department.
4. To qualify for District Chief assigned to the EMS Division, an employee must have a minimum of 10 years service in the EMS Division of the Nashville Fire Department.
5. To qualify for uniformed ranks in the EMS or Suppression Divisions superior to those ranks listed in Paragraphs 3 and 4 of this Article, the Fire Department agrees to require a minimum time in the appropriate division of not less than 10 years.
6. If it is determined by the METRO Human Resources Director that the minimum time requirements listed in Paragraphs 1 – 5 of this Article have an adverse impact on a minority class(es), the Human Resources Director shall have the authority to modify the minimum time requirements as he/she deems appropriate.
7. The minimum time provisions listed in this article for various position titles do not limit the METRO Human Resources Office from establishing other eligibility requirements associated with such positions.



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ARTICLE 18

BID SYSTEM

Unless a legitimate management interest exists to the contrary, the Fire Department agrees to utilize a seniority-based system to fill vacancies for any position title assigned to the fire fighting services branch of the Suppression Division or the field operations branch of the EMS Division. This seniority-base system shall be called the BID SYSTEM.

The Fire Department agrees to work in conjunction with the UNION to develop any specific details necessary to execute the provisions of this article.

The UNION shall be given the opportunity to review the bid process prior to the filling of any applicable position and may raise any legitimate concerns with the Director-Chief.

All refusals to transfer via the BID SYSTEM may be grieved through the grievance process.



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ARTICLE 19

HOURS

Prior to the implementation of any change in work hours or shifts within the Nashville Fire Department, the Department shall provide the UNION with sufficient notice of any such changes and shall allow the UNION sufficient time and opportunity to present the view and suggestions of the UNION.



ARTICLE 20

WAGES, BENEFITS, AND NEGOTIATIONS

1. Upon the UNION's request, appropriate representatives of the Metropolitan Government shall meet and confer with the UNION over proposals for changes in the General Pay Plan and in other economic employee benefits. The Metropolitan Government shall provide notice to the UNION of its annual budget cycle. The appropriate board, commission, or appointing authority shall meet and confer with the UNION on request. All such negotiations shall proceed in a timely manner.
2. The UNION and METRO each shall be limited to six (6) members at the negotiating table.
3. In all matters of representation, both parties shall act in a timely manner with prompt exchange of proposals. All negotiations will be conducted in good faith by both parties.
4. BARGAINING UNIT LIST: METRO shall provide the UNION with an initial data processing run of all eligible employees represented by the UNION. The listing shall contain the following information: Names, addresses, job classification, dates of hire, termination, pension, department, division, section, and rate of pay. METRO will provide an updated listing every six months upon written request from the UNION. Additional listings or request for additional information may also be requested in writing to the Director of Personnel. The UNION shall reimburse, within thirty (30) days, the cost of providing such request unless waived by the Director of Personnel.



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ARTICLE 21

NEW POSITIONS

UNION and Fire Department Management agree to discuss any new positions, titles, or new classifications that may be implemented before the duration of this M.O.U.

The discussions shall include agreeable titles, duties and responsibilities.



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ARTICLE 22

ACCESS TO METRO PROPERTY

1. It is agreed that the UNION's authorized agents shall have the right to visit all areas of employment so long as it does not hinder or interfere with necessary operations of METRO. METRO agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will take no action to hinder, harass or intimidate the UNION's agent or employee during the course of such visitation.
2. It is agreed that all UNION authorized agents, recognized by METRO, shall have the right to access all emergency scenes where fire department employees are engaged in emergency operation, except when restricted by law and the rules and policies of the FIRE DEPARTMENT are followed.



ARTICLE 23

UNION BUSINESS

1. Employees elected or appointed to represent the UNION, not to exceed ten (10), may be granted time off to conduct official UNION business, including but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, caucuses, and grievance procedures, without loss of pay, provided that such officers and members will be available to return to duty in a reasonable time period in the case of an emergency. Such leave shall be subject to the Rules and Regulations of the Civil Service Commission of the Metropolitan Government concerning administrative leave with pay.
2. The President of the UNION will notify the Department Head or his designee of the names of the employees designated to engage in the official business of the UNION as soon as possible before the leave is to occur.
3. These employees will be have the following responsibilities and duties:
 - a. Facilitate communications between the management of the Nashville Fire Department and the UNION.
 - b. Help promote a professional public image for the UNION and the Metropolitan Fire Department.
 - c. Aid in the creation of better community awareness regarding the needs of local firefighters.
 - d. Assist UNION members in resolving grievances.
 - e. Monitor the activities of city boards, offices, legislation before the Metropolitan Council, and other bodies, which affect the working conditions of the firefighters and their ability to provide fire service.
 - f. Promote good working conditions throughout the department and foster cooperative problem solving between labor and management.

The UNION President or one other officer or member of the UNION as designated by the President shall be maintained on the Fire Department payroll under the jurisdiction of the Fire Chief. They shall be maintained on Special Assignment Status as the liaison between all levels of management and branches of the Metropolitan Government of Nashville and the membership of the UNION.



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Special assignment status shall consist of but not necessarily limited to the President or his designee conducting the business of the UNION and representing its members pursuant to the authority vested in them by the UNION membership, its by-laws and the Memorandum of Understanding. They shall maintain proper payroll records and file records to the payroll department of the Nashville Fire Department.

The President of the UNION or his designees shall during the entire time period, that they are on Special Assignment status retain all their job rights and benefits, e.g., civil service status, hospital and medical care, life insurance, vacation, holiday, sick leave, etc. Such job rights and benefits and any accrued job rights and benefits shall remain in full force and effect for the duration of the special assignment status.

Upon their cessation as President or Presidents designee they shall be returned to their original Fire Department job position, classification and duty assignment that they held at the time of their special assignment status.

The President or his designee shall be subject to call and assignment to his appropriate duties by the Director in Chief of the Fire Department only in the event, of a declared major emergency and/or major disaster.



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ARTICLE 24

SUBCONTRACTING

No contract, which provides for privatizing governmental services performed by the employees of the bargaining unit may become effective until the UNION has had an opportunity to meet and confer with Employees regarding the proposed contract. Privatizing shall mean a contract that transfers to another METRO agency or to a non-METRO governmental or private entity services that if performed by these entities would result in the termination, transfer, relocation of more than two (2) employees.



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ARTICLE 25

OFFICIAL UNION REPRESENTATION

While the UNION and Fire Department management agree that in every incident where an Official of the UNION is conducting official UNION business with supervisors or superior officers of the Fire Department, both parties should conduct themselves in a professional and courteous manner.

Employees who are representing the UNION in an official capacity shall at no time be subject to direct orders, while doing so from any superior officer or Fire Department official.



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ARTICLE 26

SEVERABILITY

It is specifically agreed that the provisions of this Memorandum of Understanding are declared to be severable. If any section, article, provision, sentence, phrase or part of this Memorandum of Understanding is judicially determined to be void, illegal or unenforceable, or in violation or conflict with the rules or standards established by the Metropolitan Civil Service Commission, the remainder of this Memorandum of Understanding shall continue in full force and effect and be binding on the parties hereunto. If any section, article, provision, sentence, clause, phrase or part of this Memorandum of Understanding is declared void, illegal or unenforceable, the UNION or METRO may exercise the right to request negotiations of the part or parts of this Memorandum of Understanding which are declared void, illegal or unenforceable, provided that during such negotiations, the remainder of this Memorandum of Understanding shall remain in full force and effect, provided further that these provisions are not declared void, illegal or otherwise unenforceable.



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ARTICLE 27

DURATION AND AMENDMENT

The term of this Memorandum of Understanding is three (3) years, extending from June 30, 2001 to July 1, 2004. This Memorandum may be renewed or modified by mutual agreement.

If modifications are proposed either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Memorandum of Understanding. Both parties shall negotiate in good faith with respect to the matters covered by such proposed modification.



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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding the 20 day of August, 2001.

APPROVED AND RECOMMENDED TO
THE METROPOLITAN CIVIL SERVICE
COMMISSION FOR ACCEPTANCE:

Bill Purcell
BILL PURCELL
Metropolitan County Mayor

Date: 8/20/2001

B.R. Hall Sr.
B.R. Hall, President
Nashville Firefighters and Fire Service
Employees Association, Local 763,
International Association of Firefighters,
AFL-CIO

Date: 8-20-01

APPROVED AND RECOMMENDED TO
THE METROPOLITAN CIVIL SERVICE
COMMISSION FOR ACCEPTANCE:

John W. Lynch
JOHN W. LYNCH
Director of Personnel

Date: 8-14-01

APPROVED BY THE METROPOLITAN
CIVIL SERVICE COMMISSION:

William G. Farmer
BILL FARMER, Chairman
Civil Service Commission

Date: 8/14/01

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