

**MEMORANDUM OF UNDERSTANDING**

**WHERE AS:** The collective bargaining process between the parties of Liberty Township, Butler County Ohio and Liberty Township Professional Fire Fighters, IAFF Local 4394 called for a memorandum of understanding or "MOU" regarding overtime; and

**WHERE AS:** the undersigned have hereby agreed to the following items governing overtime of bargaining unit members from this day forward and throughout the remainder of the current collective bargaining agreement that is being negotiated between the parties, or such time when a new or amended MOU is established to address the concerns of both parties to the MOU; and

**WHERE AS:** although this MOU is independent of the Agreement it is binding upon the parties and such has the full force and affect of the Collective Bargaining Agreement.

**NOW, THEREFORE IT IS AGREED THAT:**

**Purpose:** Overtime exists to compensate employees for hours worked in excess of the routinely scheduled work hours. The need for unit members to work overtime may arise for many reasons: emergency fire department details, special response team deployments, training, public education, public relations details, meetings, etc. Additionally, manpower/shift coverage overtime assignments may be necessary with extended and minimal notice to Employees. Every effort will be used to reduce the amount of overtime and it should be kept to a minimal level determined by the Fire Chief or his designee, to meet the operational needs of the fire department.

**Rank for Rank:** Overtime shall be worked on a rank for rank basis (i.e. career fire fighters for career fire fighters and career lieutenants for career lieutenants) for manpower / shift coverage assignments. Before mandating a career fire fighter, a lieutenant may fill an open lieutenant position, not to exceed three lieutenants per shift.

**Distribution:** Selection for overtime manpower/shift coverage assignments should be fair and consistent to all bargaining unit members. An up-to-date list shall be maintained by the Fire Chief or his designee for voluntary and mandatory overtime assignments. This list shall establish a means of selection of Employees for open shifts that need to be filled. The overtime distribution list will include all bargaining unit Employees in two distinct categories (Firefighter, and Lieutenants) in order from most to least senior. Overtime shifts will be routinely offered in twelve (12) hour increments, and for no less than a minimum of two hours. When a limited vacancy of two hours or less occurs around the time of bargaining unit shift change, the oncoming or off-going shift personnel may be contacted to fill a vacancy without utilizing the entire distribution list and procedure. All overtime manpower/shift assignments worked shall be recorded on the overtime distribution list. Emergency details, special deployments, trainings,

public relations events, etc. shall not be recorded on the overtime distribution list. Any available manpower/shift position on the fire department schedule not filled within at least eighty-four hours prior to its occurrence shall be offered to Employees through the overtime distribution list. Annually, the distribution list shall reset to zero hours for all Employees. If additional personnel are hired during the year they shall be given an amount equal to the highest number of hours on the list.

**Notification:** As a means of consistent notification for overtime shift availability all bargaining unit employees shall provide a contact phone number at their own expense to the Fire Chief. It is the responsibility of the Employee to provide the number to be incorporated into the overtime distribution list. Overtime notification/assignments shall be delivered to this contact number. For the purpose of overtime notification process the time on the fire department telephone network at fire headquarters shall serve as the official time. The Fire Chief or his designee may choose to have a direct face-to-face or phone conversation using the department telephone network with the on-duty employee. The notification call shall clearly indicate that this is an available overtime shift. Employees should contact the Fire Chief or his designee if they are interested in the available open shift within fifteen minutes of the call. No calls through the overtime distribution list will occur between 2300 and 0600, this does not include the call to notify the on-duty employee that shall be held over as indicated in the **Call-Off / Immediate Need** section of this MOU.

On occasion an on-duty employee may be unavailable to answer, or call back because they are on an emergency detail, in this case the employee(s) shall be given fifteen minutes from clearing the incident and going available to return the overtime call. The Fire Chief or his designee may continue to call through the overtime list to fill the vacancy and cover the opening; however, the on-duty employee that was on the emergency detail may take the overtime opportunity from another employee if it has been filed by the supervisor that continued through the overtime call list.

A separate and distinct call shall be made through the overtime distribution list for each and every available overtime shift that is to be assigned that occurs within 81 hours of the start of said shift. During any overtime notification call that is made prior to 81 hours from the start of the shift, the Fire Chief or his designee may combine and fill the opening(s) with one call.

The Fire Chief or his designee may utilize technology to send voluntary overtime opportunity notifications via some form of text and/or email messaging system to the entire distribution list at one time. This practice could avoid a series of individual phone calls and voice messages. This electronic messaging system once chosen and tested must be able to track message delivery to document fair and consistent distribution of overtime. If this system is utilized, the electronic message shall be considered the same as any phone conversation or face-to-face contact. The same waiting period for response and acceptance as well as any and all

clauses pertaining to the assignment process still remain in force regardless of the medium used to send the initial message. Mandatory overtime assignments cannot be made using the text and/or email messaging system. In the event that the technology fails, the Fire Chief or his designee will fall back to the series of individual phone calls, voice messages, or face-to-face notifications.

**Voluntary Assignment:** An Employee may refuse the overtime opportunity at his discretion. The open shift shall be assigned to the Employee responding to the call with the most seniority and least amount of overtime hours recorded on the distribution list. In the event no Employee voluntarily takes the overtime opportunity the Fire Chief or his designee shall repeat the notification call as above.

**Mandatory Assignment:** If after the second notice of the available overtime assignment opportunity and there has been no Employee volunteer for the assignment, it may be necessary to mandate the overtime assignment to meet minimum staffing. These times should be rare and virtually non-existent but may be necessary to protect the safety, health and welfare of the community. In that event the Employee with the least amount of hours accumulated on the overtime distribution list (in the event two or more Employees have the same number of hours the least senior Employee) should be mandated to fill the overtime assignment. Additionally, if this Employee does not possess the necessary apparatus qualification i.e. ATO or FAO, the mandate process may move to a qualified employee driver. An Employee cannot be mandated for more than twelve (12) hours. Furthermore, on the rare occasion an Employee would need to be held because of immediate need that occurs while already being held and/or mandated for overtime, at no time can an Employee be held and/or mandated to work more than twenty-four (24) consecutive hours after or prior to any given work day. An Employee cannot be mandated for PR events. An Employee cannot be mandated while on a period of leave. Any period of leave includes the day immediately following the shift prior to, and the day immediately preceding the next regularly scheduled shift.

**Call-Off / Immediate Need:** An on-duty Employee from the off-going shift shall be held over by the Fire Chief or his designee when required by the staffing levels falling below the minimum manning level within a time of immediate need. The on-duty Employee with the lowest amount of overtime hours on the overtime list shall be held. In the event there is more than one employee tied for the least amount of overtime hours, the least senior of the tied employees (based on the seniority chart) shall be held. The hold over is mandatory unless another on-duty Employee volunteers to hold over and cover the shift opening. The holding over Employee may choose to complete the balance of the shift. In the event that the held over Employee does not want to complete the balance of the shift, this hold over shall only continue until the mandatory overtime assignment process is completed and the mandated employee arrives at the designated station. Notification of the hold over must be given to an employee prior to the end of their scheduled shift.

The notification procedure as indicated above shall be followed and a second notification is not necessary for any immediate need. An immediate need is further defined as an opening that occurs in the schedule less than twelve hours prior to the beginning of the shift.

**Payment:** Employees shall be compensated at overtime wage rates established by the CBA for hours worked above regularly scheduled hours. Any period of paid leave shall be considered as hours worked for the calculation of overtime compensation. Any period of unpaid leave shall not be considered as hours worked for the calculation of overtime compensation. Overtime shall be calculated and paid, or comp-time credited during the pay period earned.

IN WITNESS WHEREOF, the parties have set their hands this 5th of November 2014.

**IAFF Local 4394**



**Liberty Township**

